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P O Box 53, Swakopmund, Namibia

Ref No: **5/2/1/1/2**

Enquiries: **Ms A Kahuika**

22 OCTOBER 2025

The Chairperson and Members
of the Management Committee
Municipality of SWAKOPMUND

Dear Sir / Madam_

NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 30 OCTOBER 2025

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

TIME : 19:00

**A Benjamin
CHIEF EXECUTIVE OFFICER**

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None.

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None.

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MINUTES

of an **Ordinary Council Meeting** held in Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 02 October 2025** at **19:00**.

PRESENT:

Councillor B R Goraseb	:	Mayor
Councillor S M Kautondokwa	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of the Management Committee
Councillor T Shitana	:	Alternate Chairperson of the Management Committee
Councillor M Henriksen	:	Member of the Management Committee
Councillor H H Nghidipaya	:	Member of the Management Committee
Councillor D Am !Gabeš	:	Alternate Member of the Management Committee
Councillor C W Goldbeck	:	Member of Council
Councillor P Shimhanda	:	Member of Council
Councillor D Namubes	:	Member of Council

OFFICIALS:

Mr A Benjamini	:	Chief Executive Officer
Mr M Haingura	:	General Manager: Corporate Services & HC
Mr V K Kaulinge	:	General Manager: Economic Development Services
Mr C McClune	:	General Manager: Engineering and Planning Services
Mr H !Naruseb	:	General Manager: Finance
Mr A Kationdorozu	:	General Manager: Health Services and SWM (Acting)
Ms A Kahuika	:	Administration Officer: Administration

ALSO PRESENT:

Members of the public, Newly elected Junior Town Councillors and the Swakopmund Municipality team that participated in the SAIMS Games 2025 in Maseru, Lesotho.

1. **OPENING BY PRAYER**

Pastor Henno Slinger opened the meeting with a prayer.

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

(C/M 2025/10/02 5/2/1/1/2)

On the proposal of Councillor M Henriksen, seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

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.

4. **CONFIRMATION OF MINUTES**

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 31 JULY 2025**

(C/M 2025/10/07 5/2/1/1/2)

On the proposal of Councillor M Henrichsen, seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 28 August 2025, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

(C/M 2025/10/07 5/5/2)

Honourable Councillors, Mr. Alfeus Benjamin, the Chief Executive Officer, General managers, Managers and officials of Council, Pastor Henno Slinger, Members of the community, Members of the media, Ladies and gentlemen

Good evening once again.

Good evening once again and thank you for availing yourselves to attend tonight's meeting.

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Honourable Councillors, Fellow residents of Swakopmund.

It is with great pride that I introduce our newly sworn in Junior Town Councillors, who took their oath on 29 September 2025. This remarkable group of young leaders has committed themselves to serving the youth of Swakopmund with vision and dedication.

At such a young age, they remind us that true leadership is not defined by age, but by passion and commitment. I therefore wish to extend my heartfelt congratulations to them once again and reaffirm that the Office of the Mayor, together with the entire Council, will support and walk alongside them as we collectively strive to make Swakopmund a great town for all its residents.

Your presence is important, as it provides an opportunity to learn, stay informed, and keep up to date with the developments taking place in our town.

Thank you very much.

1. INFRASTRUCTURE DEVELOPMENT**Honourable Councillors, Ladies and gentlemen**

In terms of infrastructure development, I am pleased to inform you of the successful installation and operation of the mass lights handed over in March. The Wagdaar community now benefits from proper lighting, which will greatly enhance safety and security in the area.

Council is proud to see this positive development as we continue working towards improving the quality of life for all residents of Wagdaar.

Honourable Councillors, Ladies and gentlemen**2. COMMUNITY EVENTS AND ENGAGEMENT****Cultural heritage**

The Heritage Week, held from 15-21 September 2025 showcased a range of activities and events, including traditional music and dance performances and art exhibitions. The week-long celebration aimed to not only honor Namibia's heritage and encourage younger generations to engage with and take pride in their cultural identities.

This year's theme was "Torchbearers of Our Heritage."

As Swakopmund, we embrace the idea that when we nurture our cultural traditions, we nurture the strength and identity of our town.

Ladies and gentlemen

In celebrating our cultural heritage, I am delighted to note that this year's annual Kūska was once again a remarkable success.

Kūska remains one of Swakopmund's most cherished cultural traditions, drawing residents, Namibians from across the country, and visitors from abroad. This year's programme showcased an exciting mix of traditional German music, dance, cuisine, and family-friendly activities, all of which created an atmosphere of joy and cultural appreciation.

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What makes Kūska truly special is its ability to honor Swakopmund's deep rooted German heritage while at the same time embracing diversity and inclusivity. It was a celebration that reminded us of the value of cultural exchange and togetherness.

Events such as Kūska continue to position Swakopmund as a leading hub for cultural festivities as it enriches our community spirit and boost local tourism that stimulate the economy.

Ladies and gentlemen

In terms of community development, I hereby wish to announce that the Municipality of Swakopmund, in partnership with the City of Giesen and the Community Skills Development Centre (COSIDEC), hosted community information sessions for the project titled 'Meeting Islands Made of Regenerative Materials in Swakopmund. The aim of this project is to create vibrant public meeting spaces constructed from regenerative materials and equipped with solar panels. In addition, the initiative will empower COSIDEC trainees by equipping them with practical skills in solar installation and maintenance.

3. Before I conclude my remarks, Honourable Councillors, ladies and gentlemen, I would like to bring to your attention a matter of concern.

Council has observed with great concern the alarming increase in fire outbreaks in our community. We therefore urge all homeowners to remain vigilant and to take the necessary precautionary measures to safeguard their properties and loved ones. Your alertness can make all the difference.

In the event of an emergency, please do not hesitate to call the toll-free number 1411 for immediate assistance.

Honourable Councillors, Ladies and gentlemen

As we now proceed to the remaining items on the agenda, I wish to encourage community members to continue attending these meetings. Your presence is valued as it keeps you informed about Council's work and the progress in our town.

I thank you.

His Worship Cllr Blasius Geroseb
Mayor

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

10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING SEPTEMBER 2025

(C/M 2025/10/02

5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 11 September 2025 be noted.

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11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING SEPTEMBER 2025**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 11 SEPTEMBER 2025**

11.1.1 **RELOCATION OF INFORMAL SETTLERS IN THE TRANSNAMIB SERVITUDE (MONDESA, EXTENSION 14) AND RELOCATION OF INFORMAL SETTLERS IN THE NAMPOWER SERVITUDE (EXTENSIONS 24 & 37, SWAKOPMUND)**

(C/M 2025/10/02)

15/2/1/2)

RESOLVED:

- (a) That Council takes note that there are households residing within the TransNamib railway reserve and Nampower servitudes as per communication received from the two parties.
- (b) That the urgent relocation of all 172 households within the TransNamib Servitude and 6 households within Nampower Servitude area in Extension 24, Swakopmund, to the designated erven in Extension 42, Swakopmund (Erven 10838, 10839, 10840, 10841, 10842), be prioritized to mitigate safety risks and ensure railway operational safety.
- (c) That a detailed relocation plan, including logistical support and timelines, be developed by the Housing Section and communicated to the affected residents as a matter of urgency, to address the associated risk factors.
- (d) That Council approves the households in Extension 37 presented in the table below:

Total	Erf No	Structure No
1	9456	6
2	9456	16
3	9456	17
4	9456	18
5	9456	19
6	9456	20
7	9456	45
8	9456	49
9	9459	(1/4)
10	9459	(2/4)

Total	Erf No	Structure No
11	9459	(4/4)
12	9461	(7/7)
13	9462	(4/7)
14	9463	(3/3)
15	9466	(4/4)
16	9603	10
17	9603	11
18	9603	13
19	9603	14
20	9689	49

be allowed to remain in their current locations until Phase 2 of the Extension 37 Project (donation of erven) is finalized, since there are no single residential erven currently available.

- (e) That the less affected 22 households in Extension 24 are presented in the table below:

Total	Erf No	Structure No
1	6315	(3/6)
2	6316	(1/7)
3	6318	(1/10)
4	6318	(2/10)

Total	Erf No	Structure No
12	6322	(2/8)
13	6322	(3/8)
14	6323	(1/3)
15	6325	(1/4)

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Total	Erf No	Structure No	Total	Erf No	Structure No
5	6318	(3/10)	16	6325	(2/4)
6	6319	(2/10)	17	6326	(1/5)
7	6321	(1/14)	18	6326	(2/5)
8	6321	(2/14)	19	6326	(3/5)
9	6321	(3/14)	20	6327	(1/1)
10	6321	(4/14)	21	6328	(1/2)
11	6322	(1/8)	22	6329	(2/5)

remain at their current locations until erven are made available or until the Northern Wedge is available for occupation.

- (f) That signboards be designed and erected along the servitude lines by TransNamib and NamPower, cautioning the public from erecting structures and clarifying the penalties for non-compliance.
- (g) That the General Manager: Engineering & Planning Services ensures the implementation of recommendation (f) above.

11.1.2

FEEDBACK REGARDING THE REGISTRATION OF HOUSEHOLDS IN EXTENSION 24 AND 25, SWAKOPMUND

(CAM 2025/10/02

15/2/1/2)

RESOLVED:

- (a) That Council acknowledges the allocation of Extension 24 to Lelwapa Property Developers (Pty) Ltd.
- (b) That the Property and Housing Division arrange a meeting with Lelwapa Property Developers (Pty) Ltd, to discuss the proposed allocation process and determine appropriate placement strategies for occupants who do not meet the qualification criteria.
- (c) That Council takes note of the feedback regarding the registration of households in Extensions 24 & 25, Swakopmund "Seaside Side".
- (d) That Council prioritises the preparation of the Northern Wedge extensions (reception area) to expedite the relocation process.
- (e) That the registered households in Extensions 24 & 25, Swakopmund, be informed at least 3 months in advance about the relocation to be prepared for the activity.
- (f) That 622 households in Extension 25, Swakopmund, occupying residential erven be given the first opportunity to purchase the erven they are currently occupying, contingent upon individual affordability.
- (g) That a payment plan, or subsidised land, be created for low-income households to ensure affordability.
- (h) That at the time of relocation, all necessary steps be taken to remove the unoccupied structures in Extensions 24 & 25, Swakopmund, and that they be stored at Council's stores to assist future fire victims. Additionally, radio announcements be made to give notice to the owners of the approximately 1152 unregistered structures.

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- (i) That Council resolution 11.1.16 (h), passed on 4 June 2024, be implemented and enforced as directed. "That signboard be designed and erected at all informal areas, cautioning occupiers from leasing structures and clarifying the penalties for non-compliance."
- (j) That the General Manager: Engineering & Planning Services ensures the implementation of recommendation (h) above.

11.1.3

OMAVALA TRADING & ENTERPRISES: CURRENT STATUS OF AVAILABILITY OF LAND FOR THE CONSTRUCTION OF A UNIVERSITY

(C/M 2025/10/02

17/1/4/2/1/13)

RESOLVED:

- (a) That Council takes note of the following:
 - (i) that Omavala Trading Enterprises previously applied to acquire Extensions 32, 33, and 36, Swakopmund, for residential township development under the name of Damnic Business Consortium;
 - (ii) that the allocation approved by Council on 29 July 2021 under item 11.1.19 to Omavala Trading Enterprises for the establishment of a University is in principle and not yet finally approved;
 - (iii) that the proposed portion of land is not yet formally subdivided, therefore, the minimum requirement for a transaction of having a Surveyor-General-approved diagram in place has not yet been complied with; and
 - (iv) The approximate size of the land is 48 ha.
- (b) That although Omvala Trading Enterprises submitted a bulky document during November 2022 (Annexure "C") in reply to Council's letters dated 13 August 2021 and 13 September 2022 (Annexures "A" and "B"), due to the lapse of time (4 years), it is necessary to review the application, keeping in mind that:
 - (i) The proposed portion of land measures approximately 48 hectares
 - (ii) Council has a Ministerial directive not to allocate large portions of land (dated 04 June 2015) to one entity, although the allocation is supported in terms of Council's Structure Plan 2020 - 2040
 - (iii) the possible requirement to subdivide the portion of land to allow for specific land zonings as appurtenant uses, such as "general residential" and "business" for financial management, whilst maintaining that the subdivided portions may not be alienated or speculated with
 - (iv) the requirement that the main purpose for the sale of land to Omvala is for the construction of a University and that residential township development will under no circumstances be allowed, and a reverting clause be included in the agreement
 - (v) that 90% of the surface area of the portion of land be used for University purposes, and the need and sustainability of such be duly substantiated by Omavala to justify the allocation of a vast portion of land measuring approximately 48 ha
 - (vi) that timelines be determined for the various phases of the development, following the signing of the agreement, of which the construction of the University is a priority

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- (vii) formal proof of financing based on the calculated development costs (services, infrastructure, and construction of the University) be provided as resolved by Council on 25 February 2021 under item 11.1.5, point (e).
 - (viii) the establishment of the Investment Coordination Committee by Council on 29 February 2024, and various requirements set by Council to ensure due diligence and the responsible allocation of land to ensure such is used for the purpose applied for; the substantiated need for the venture, sustainability, and financial ability of the entity.
- (c) That Omavala Trading Enterprises review, update, and resubmit their substantiated motivation of November 2022 for assessment by the Investment Coordination Committee:
- (i) A copy of the latest registration document of Omavala Trading Enterprises as an entity, indicating the names of shareholders, trustees, or members and their identifications (latest amendments).
 - (ii) Provide proof of financial ability to purchase the portion, install services, and develop a university immediately after transfer.
 - (iii) Proof of experience and capacity in a similar project.
 - (iv) Proof of cooperation agreements with other tertiary educational institutions.
 - (v) Complete the Investors' Proposal Checklist.
- (d) That Council's valuer calculates a purchase price for the portion of land being unserviced once estimates are available for the cost of installation of services to Extension 32, Swakopmund (Kramersdorf).
- (e) That conditions of sale be based on Council's Property Policy for the sale of land to private education institutions where applicable, keeping in mind that the entity is profit-generating (attached hereto to the letter dated 13 August 2021, Annexure "A" and 13 September 2022, Annexure "B"), on file.
- (f) That all statutory requirements be complied with at the cost of Omavala Trading Enterprise, and the required N\$100 000.00 be included in the conditions once a purchase price is submitted for approval.
- (g) That Omavala Trading Enterprises 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.
- (h) 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 layout or situation or subterranean composition of the property or any improvements thereon.
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11.1.4 **SWAKOP URANIUM: AMENDMENT TO COUNCIL RESOLUTION OF 29 APRIL 2025 UNDER ITEM 11.1.27**

(C/M 2025/10/02

17/11/21/77)

RESOLVED:

That Item 11.1.27 (e) of the Council meeting held on 29 April 2025 be amended from:

- (e) That the purchaser in (d) above be granted 14 (fourteen) days from the date of the Council meeting to sign an addendum to the signed Deed of Sale, which shall extend the payment period, commencing on the date of execution by the last signing party.

11.1.5 **PROPOSED SALE OF 3 GENERAL RESIDENTIAL 2 ERVEN, ERF 10827, ERF 10828 & ERF 10829 LOCATED IN EXTENSION 42, SWAKOPMUND, TO SHACK DWELLERS FEDERATION OF NAMIBIA (SDFN)**

(C/M 2025/10/02

15/2/1/4)

RESOLVED:

- (a) That Council takes note of the successful track record and ongoing progress of the Shack Dwellers Federation of Namibia and Namibia Housing Action Group in providing affordable housing in Swakopmund.
- (b) That Council approves in principle the sale of three (3) General Residential 2 erven in Extension 42, Swakopmund, to the beneficiaries as per the list to be submitted by Shack Dwellers Federation of Namibia and Namibia Housing Action Group as follows:

No	Erf No	Extension	Size (m ²)	Zone	Purchase Price at Development Cost
1.	10827	42	1884	General Residential 2	To be determined
2.	10828	42	2382	General Residential 2	To be determined
3.	10829	42	2574	General Residential 2	To be determined
		Total	6830		

- (c) That the purchase price be the development cost of servicing Extension 42, Swakopmund.
- (d) That the erven be allocated directly to beneficiaries, who must be first-time homeowners, in accordance with the list to be submitted by the Shack Dwellers Federation of Namibia.
- (e) That the necessary Need and Desirability and planning applications for the proposed development be submitted to the Ministry of Urban and Rural Development by Shack Dwellers Federation of Namibia, through the Engineering and Planning Services Department, and at the cost of Shack Dwellers Federation of Namibia.
- (f) That before application for ministerial approval in terms of Section 30(1)(t) of the Local Authorities Act, Act 23 of 1992 (as amended), the sale be advertised in terms of Section 63 (2) of the Local Authorities

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Act, Act 23 of 1992 (as amended) at the cost of Shack Dwellers Federation of Namibia.

- (g) That the layout and design of the water and sewerage infrastructure be submitted to the Engineering and Planning Services Department for approval before construction.

11.1.6

APPLICATION TO RETAIN AND PURCHASE ERVEN 7104 & 7105, EXTENSION 26, SWAKOPMUND; MERVIN DENNIS DOMESTIC SOLUTION CC

(C/M 2025/10/02)

E 7104, E 7105, E 7979, E 7980)

RESOLVED:

- (a) That Council approves the application of Mervin Dennis Domestic Solution CC to remain on Erven 7104 and 7105 instead of relocating to Erf 7979 and 7980.
- (b) That Council repeals its resolution of 25 January 2018, under item 11.1.2 requiring Mervin Dennis Domestic Solution CC to purchase Erf 7979 and Erf 7980 located in Extension 29, Swakopmund to relocate and construct its gas refilling business/ depot and instead approve the sale of Erven 7104 and 7105 located in Extension 26, Swakopmund to Mervin Dennis Solution Domestic Solution CC, subject to the conditions approved on 29 April 2021 under item 11.1.4 and at a purchase price as follows:
- (i) *The cost of installation of services to Extension 26, Swakopmund is NS110.00 / m² + 25%, the cost will be NS137,50/m² x 800m² = NS110,000 for E7104 and E7105, measuring 400m² each;*
- (ii) *That 15% VAT be applicable on the purchase price of Erf 7104, Swakopmund, zoned "Local Business"; and*
- (iii) *That Erf 7105, Swakopmund, be rezoned from "Single Residential" to "Local Business", and no betterment fee be charged.*
- (iv) *That the balance of the NS10 000,00 per erf paid for the statutory process for Erven 7979 and 7980 be refunded, and Mervin Dennis Domestic Solution CC be requested to pay a deposit of NS10 000,00 for Erven 7104 and 7105 combined as per point (i) of Council's decision made on 29 April 2021 under item 11.1.4.*
- (c) That Council repeals point (a) and point € of Council's decision passed on 30 April 2024 under item 11.1.10, where relevant to the transaction of Mervin Dennis Domestic Solution CC.
- (d) That Mervin Dennis Domestic solution CC be responsible for the appointment of a town planner and surveyor, and all related costs of rezoning and consolidation of Erven 7104 and 7105, Extension 26, Swakopmund, from Single Residential to "Local Business" to align the zoning with the current business operations.
- (e) €That Messrs Mervin Dennis Domestic Solution CC appoints a consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, 7 of 2007, as amended, before the sale of Erf 7105.

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- (f) That the current lease period for Erven 7104 and 7105, Extension 26, Swakopmund, be maintained as resolved under point (j) of Council's decision passed on 29 April 2021 under item 11.1.4.

11.1.7 **REITERVEREIN SWAKOPMUND: RENEWAL OF LEASE PERIODS FOR TWO LEASE SITES**

(C/M 2025/10/07)

19.03.08, I 1307

RESOLVED:

- (a) That Council approves the extension of the lease periods of Reiterverein Swakopmund for a further 5-year period for the following two lease sites:

Size m ²	Commencement Date	Expiry Date	Purpose
±16 013	1 November 2025	31 October 2030	Day camp for keeping the horses.
±78 855	1 November 2025	31 October 2030	Country track and park for hosting events and training.

- (b) That the rental tariffs be as follows, the next escalation of 7% on 1 July 2026:

Lease Portion	Size	Annual Lease Tariffs for 2025/2026	
Portion Erf 1307, Swakopmund, next to the SPCA	±16 013 m ²	N\$2 733.19	annual lease tariff
		N\$ 409.98	15% VAT
		N\$3 143.17	total
Portion of Erf 1307, Swakopmund	±78 855m ²	N\$6 966.45	annual lease tariff
		N\$ 1 044.97	15% VAT
		N\$8 011.42	total

- (c) That the leases be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, (as amended), at the cost to ReiterVerein Swakopmund.
- (d) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (e) That the following conditions be applicable:
- (i) That the lease terms be set for 5 years, commencing 1 November 2025 to 31 October 2030, with an option to renew for a further period.
 - (ii) The annual rental amounts be as set out under point (b) above.
 - (iii) That a refundable deposit, equal to one year's rent, be adjusted according to the annual increases and any shortfall be levied.
 - (iv) That the lease period is terminable by either party by giving/receiving 3 months' written notice;
 - iv) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination/lapsing of the lease period;
 - (v) That Council be indemnified against any claims from the public or members of the club which may arise due to the use of the site by the club;

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- (vi) That the Municipal Council has unrestricted right of access to the area;
- (vii) That the lease sites only be used for the following purposes:

Size m ²	Purpose
± 76 013	Day camp for keeping the horses.
± 78 855	Country track and park for hosting events and training.

- (viii) That the site be restored to an acceptable condition on termination/lapsing of the lease period to the satisfaction of Council; and, failing which, Council will restore the lease area to its previous condition for the account of the ReiterVerein Swakopmund;
- (ix) That the club erects a perimeter fence (such as used tyres or split poles) and warning signs to warn the public of the horses on the site to the satisfaction of council;
- (x) That access to the lease site measuring ± 21,500 m² to the public not be denied, but controlled for the enjoyment of the community; and
- (xi) The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained.

11.1.8

REQUEST FOR CONTINUATION OF FINANCIAL ASSISTANCE FROM PADDOCK GARDENS TRUST

(C/M 2025/10/02

15/2/8/1/3)

RESOLVED:

That Council approves the request by Messrs Paddock Gardens Trust for the continuation of annual financial assistance of N\$300,000.00 for a period of three (3) financial years, to enable the Trust to continue maintaining the Paddock Gardens.

11.1.9

UPDATE: APPLICATION FOR LAND FOR A FILM STUDIO: IMWE NAMIBIA HOLDINGS (NOW DESERT DUNES FILM STUDIOS NAMIBIA (PTY) LTD)

(C/M 2025/10/02

17/1/4/2/1/5)

RESOLVED:

- (a) That Council takes note of the progress made with the application by Imwe Namibia Holdings (now Desert Dunes Film Studios Namibia (Pty) Ltd); i.e.:
- (b) An audience held with the Management Committee on 08 February 2024 under item 10.1:
- (ii) discussions at the Investment Coordination Committee on
- 04 June 2024
 - 11 July 2024
 - 13 August 2024; and
 - 04 and 12 March 2025
- (iii) that the application is forwarded to the Namibia Investment Promotion and Development Board for due diligence;

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- (iv) that no proof of financing is in place for financing of the massive long-term project; and
 - (v) that Council abides by the Ministerial directive dated 04 June 2015 not to issue large portions of land to one entity.
- (c) That once an assessment is received from The Namibia Investment Promotion and Development Board, the item be submitted to Council to consider, in principle the allocation of a portion of land for the project, subject to requirements to be met such as the need and optimal use of a portion of land measuring approximately 115 ha, proof of financing, viability and long terms stability/feasibility, environment requirements.

11.1.10

RESUBMITTED: OLUGA TRADING ENTERPRISE (PTY) LTD: CURRENT SITUATION REGARDING THE DEVELOPMENT OF A PORTION OF LAND LOCATED ON THE BANKS OF THE SWAKOP RIVER

(C/M 2025/10/02)

16/14/2/1/5)

RESOLVED:

- (a) That Council takes note of the email dated 08 May 2025 and documents received from Howard Krogh Architects acting on behalf of Oluga Trading Enterprise (Pty) Ltd in reply to Council's letter dated 20 January 2025 executing Council's decision passed on 27 April 2017 under 11.1.33 point (j) and on 28 March 2018 under item 11.1.4, point (c).
- (d) That Council takes note that in terms of Council decisions mentioned in (a) above, Howard Krogh Architects, acting on behalf of Oluga Trading enterprise, complies and submits a good standing certificate from the Ministry of Finance.
- (e) That Council grants an extension of time to Oluga Trading Enterprise (Pty) Ltd, for a further period of twelve (12) months to perform as per the initial conditions approved by Council, and that no township subdivision be allowed.
- (f) That it be noted that the proof of financing is not issued in the name of Oluga Trading Enterprise (Pty) Ltd, but in the personal names of Mr D and Ms C Howard, and that Oluga Trading Enterprise (Pty) Ltd be requested to submit the proof of financing.
- (g) That Oluga Trading Enterprise (Pty) Ltd, shareholding structure/ownership should **NOT** be amended.
- (h) That Clause 7.5 of the Property Policy be complied with in terms of purchase price escalation which is prescribed as follows:
 - (i) Should a period of more than one year, but less than 5 years, lapse since Council approved a purchase price, the purchase price be escalated with 5% per annum and be submitted to Council for approval.
 - (ii) Should a period of more than five years lapse since approval by Council of the purchase price, fresh valuations be obtained and submitted to Council for approval.

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- (i) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is in place.
- (j) That ministerial approval be obtained as a result of the change of the purchase price due to price escalation.

11.1.11 AUTOMATED STREET SWEEPING PILOT PROJECT

(C/M 2025/10/02

17/2/1/8)

RESOLVED:

- (a) That Council endorses the implementation of the proposed 3-month pilot project by Namibia Sweeper Services.
- (b) That the General Manager: Engineering and Planning coordinate pilot activities with Namibia Sweeper Services.
- (c) That a baseline study be conducted to determine the condition of the streets before the commencement of the pilot project by means of pre- and post-photos to demonstrate the effectiveness of the project.
- (d) That Namibia Sweeper Services submit a detailed report upon conclusion of the pilot, including operational, environmental, and economic findings, along with recommendations for scaling to the General Manager: Engineering and Planning Services.

11.1.12 REQUEST FOR TEAM FLIPPY TO SET UP A POP-UP COFFEE STAND AT THE WEEKLY PARK RUN EVENT

(C/M 2025/10/02

15/1/3/1)

RESOLVED:

- (a) That Council approves the request by Mr Seidler to set up a pop-up coffee stand during the weekly Park Run events as a trial initiative, in accordance with the conditions.
- (b) That Council charge a levy as per Council's fees structure for a period of 6 Months as per the gazetted rate for the leasing of public open spaces at a daily fee of (N\$270.77 X 4 weeks per month equating to) N\$1,083.08 per month, VAT included.
- (c) That the following conditions apply on approval:
 - That Mr. Seidler adheres to Council's regulations regarding the use of public spaces;
 - That the area be left clean and all refuse removed after each event;
 - That no permanent structure be erected, only temporary, non-intrusive setups (e.g., gazebo and bench);
 - That operations be limited to Saturdays during Park Run hours (maximum three hours);
 - That Mr Seidler formally engages with Park Run organisers upon approval.

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11.1.13 **RE-NAMING OF AUKAS STREET TO CHIEF CHRISTIAN ZERAEUA STREET**
(C/M 2025/10/02 1/1/4/1/6)

RESOLVED:

- (a) That Council approves the renaming of Aukas Street to Chief Christian Eerike Zeraeua Street.
- (b) That due to space limitations, the street be named "Christian Zeraeua Street".

11.1.14 **NAMING OF THE MONDESA SPORTS FIELD**
(C/M 2025/10/02 1/1/4/1/6)

RESOLVED:

- (a) That Council approves the request to name the Mondesa Sport field after "Paul Dansie /Gäseb".
- (b) That Council repeals its decision of 26 July 2018 to name a street in Swakopmund, Extension 36, after Mr. Daniel Dansie /Gäseb, since he is the same person referred to as Mr. Paul Dansie /Gäseb.

11.1.15 **REQUEST TO TRANSFER ERF 7924, EXTENSION 29, SWAKOPMUND FROM MR PAULUS NGHUUHULU TO MR ZUZE NGUVULU**
(C/M 2025/10/02 E-7924)

RESOLVED:

- (a) That Council takes note of the request of Mr Paulus Nghuuhulu to transfer Erf 7924, Extension 29, Swakopmund to Mr Zuze Nguvulu.
- (b) That Council approves the change of ownership of Erf 7924, Extension 29, Swakopmund (previously Erf 556) from Mr. Paulus Nghuuhulu to Mr Zuze Nguvulu.
- (c) That ministerial consent be obtained to donate Erf 7924 (556), Extension 29, Swakopmund, to Mr Zuze Nguvulu.
- (d) That before the application for ministerial approval in terms of Section 30(1)(t) of the Local Authorities Act, Act 23 of 1992 (as amended), the donation be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992 (as amended) at Council's cost.
- (e) That Mr Nguvulu pays the administrative fee of N\$1,000.00 to Council and be invited to sign the Deed of Donation.

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- 11.1.16 **REQUEST FOR TRANSFER OF FUNDS FROM VOTE: 800031033700 (REGULATORY STANDARDS) TO VOTE: 800031033800 (VHF RADIO'S - AERODROME)**
(C/M 2025/10/02 - 19/11/1/2)

RESOLVED:

That Council approves the transfer of N\$14,026.67 from Vote: 800031033700 to Vote: 800031033800, to enable compliance with aviation regulatory standards and ensure operational readiness at the aerodrome.

- 11.1.17 **ALLOCATION OF FUNDS & BUDGETARY PROVISION FOR URBAN AGRICULTURE**
(C/M 2025/10/02 - 18/5/2)

RESOLVED:

- (a) The Council approves the allocation of N\$100,000.00 for the support, maintenance, and construction of urban agriculture projects, with special focus on schools and community gardens.
- (b) That the General Manager: Health Services and Solid Waste Management, be granted permission to budget for Urban Agriculture under the operational item.
- (c) That the General Manager: Finance secures funds amounting to N\$100,000.00 for the Urban Agriculture project to Vote: 300031013600, (Urban Agriculture Project).

- 11.1.18 **APPLICATION FOR CONSENT USE TO OPERATE A HOTEL PENSION ON ERF 406, MYL 4, EXTENSION 1**
(C/M 2025/10/02 - M1 E 406)

RESOLVED:

- (a) That the consent to operate a hotel pension on Erf 406, Myl 4 Extension 1 be granted subject to the following:
- *The applicant should operate within acceptable noise limits as governed by local by-laws.*
 - *Includes lighting control measures to limit disruption on the surrounding erven.*
- (b) That the hotel pension registers with the Health Services and Solid Waste Management, and that the standard Health Regulations will apply.
- (c) That Council reserves the right to cancel a consent use should there be valid complaints.
- (d) That an environmental impact assessment be conducted as stipulated by the Environmental Management Act, 2007 (Act No. 7 of 2007).
- (e) That the applicant must operate within the Swakopmund Zoning Scheme regulations.
- (f) That consent is not transferable.

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- (g) That parking be provided on the premises in accordance with the Swakopmund Zoning Scheme.
- (h) That no on-street parking will be tolerated.
- (i) That the objectors be informed of their right to appeal to the Minister against Council's Resolution as provided for in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of the Section.

11.1.19

SUBDIVISION OF ERF 254, MATUTURA, EXTENSION 1 INTO 5 PORTIONS AND REMAINDER

(C/M 2025/10/02

E 254 M)

RESOLVED:

- (a) That the subdivision of Erf 254, Matutura, Extension 1 into 5 Portions and Remainder be approved on condition that Erf 254, Matutura, Extension 1 be rezoned from "General Residential 2" with a density of 1:250 to "Single Residential" with a density of 1:300.
- (b) That the applicant agrees in writing that they accept condition (a) above, failing which the application will be rejected.
- (c) That upon acceptance of the rezoning condition, the applicant undertakes the notification procedure for the rezoning in accordance with Regulation 10 of the Urban and Regional Planning Act, 2018, before applying to the Urban and Regional Planning Board, provided that no objection to the proposed rezoning is made.
- (d) That should objections be received opposing the rezoning, such objections be submitted to Council for consideration before the application to the Urban and Regional Planning Board is made.
- (e) That the subdivision of Erf 254, Matutura, Extension 1 be subject to a 7.5% subject to a compensation fee with respect to endowment calculated according to Section 9 (b) of Regulations relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) in conjunction with the Swakopmund Municipality Property Policy, be paid in full by the applicant (owner) before submission of any business registration application, building line relaxation application and/or building plans submission to the Engineering and Planning Services Department for approval.
- (f) That if there be a need for upgrading the municipal services, it be for the account of the applicant, and it must be designed to the satisfaction of the General Manager: Engineering and Planning Services;
- (g) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
- (h) That the applicant provide proof that the subdivision and rezoning have been approved by the Minister and promulgated, and provide approved erf diagrams from the Surveyor General's Office before any business registration and/or submission of building plans to the Engineering and Planning Services Department for approval.

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- (i) That the applicant provides proof that the subdivision has been approved by the Minister and provides approved erven diagrams from the Surveyor General's Office before any business registration application, building line relaxation application, and/or building plans submission to the Engineering and Planning Services Department for approval.
- (j) That the title deed conditions registered against Erf 254, Matutura Extension 1, be retained for the newly created 5 Portions and Remainder Erf 254, Matutura, Extension 1, as follows:
 - (i) *The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the erf, shall be at least four times the municipal valuation of the erf.*
- (h) That the applicant be informed of this decision and of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.

11.1.20

APPLICATION FOR THE REZONING OF ERF 690, MONDESA, EXTENSION 2 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL BUSINESS WITH A BULK OF 2.0 AND CONSENT TO OPERATE A CARWASH WHILE THE REZONING IS IN PROCESS

(C/M 2025/10/02)

M 690)

RESOLVED:

- (a) That the rezoning of the Erf 690, Mondesa, Extension 2, from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 2.0 be approved.
- (b) That consent to operate a carwash while the rezoning is in progress be approved, on condition that the business has the relevant mandatory documents to operate a car wash.
- (c) That the environmental impact assessment be undertaken and a copy of the environmental clearance certificate be submitted to Council before the submission of the application to the Urban and Regional Planning Board.
- (d) That the rezoning of Erf 690, Mondesa, Extension 2, from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 2.0 is subject to a 75% compensation fee calculated according to the National Betterment Fee Policy of 2009 and be paid by the applicant.
- (e) That no building plans, inclusive of relaxation of building lines or aesthetics application, be approved until proof of payment of the compensation fee for the rezoning has been received by Council.

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- (f) That after the rezoning has been promulgated in the Government Gazette, the applicant can submit the business registration application for the carwash, subject to an application fee of not less than NS2218.78 and business registration procedures, as well as other applicable fees.
- (g) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
- (h) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated, before any submission of building plans to the Engineering and Planning Services Department for approval, and
- (i) That all additional infrastructure required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.

11.1.21 APPLICATION FOR RELAXATION OF LATERAL BUILDING LINES AND SET-BACK ON ERF 177, MYL 4 PROPER
(C/M 2025/10/02 – M/E 177)

RESOLVED:

- (a) That the lateral building line on the southern boundary of Erf 177, Myl 4, Proper be relaxed from three (3) metres to zero (0) metres,
- (b) That the first floor be set back from five (5) metres to three (3) metres.
- (c) That the objector be informed of their right to appeal to the Minister against Council's Resolution in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council, within the said period.

11.1.22 WRITING OFF: REDUNDANT MATERIAL - WATER WORKS
(C/M 2025/10/02 – 17/2/5/1)

RESOLVED:

- (a) That the following redundant items from the Water Works Section be written off and sold at the next public auction:

Quantity	Description
105	Meter Boxes
10	Standpipe Heads
60+	Standpipe Batteries
100+	Electronic Meters
18	Valve Boxes

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

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11.1.23 **PROCUREMENT QUARTERLY PROGRESS REPORTS JULY 2024 TO MARCH 2025**

(C/M 2025/10/02)

5/19)

RESOLVED:

That Council takes note of the procurement quarterly progress reports for the periods stated above, as submitted by the Chief Executive Officer.

11.1.24 **UNCLAIMED DEPOSIT POLICY**

(C/M 2025/10/02)

3/19)

RESOLVED:

That Council approves the 'Unclaimed Deposit Policy'.

11.1.25 **TRANSFER OF CAPITAL EXPENDITURE - PROCUREMENT OF ELECTRONIC PALLET STACKER / FORKLIFT**

(C/M 2025/10/02)

1/12/5/2/3)

RESOLVED:

- (a) That Council approves the transfer of funds from the previous financial year (2024 / 2025) allocation to the current financial year (2025 / 2026) for the procurement of the electronic Pallet Stacker.
- (b) That the General Manager: Finance secures funds amounting to N\$350,000.00 to Vote: 201031028700, (Forklift: Stores).
- (c) That a new purchase order be issued to the appointed supplier to enable delivery of the Pallet Stacker/ Forklift.

11.1.26 **INVITATION: HATS & ROSES SWAKOPMUND**

(C/M 2025/10/02)

3/15/1/1)

RESOLVED:

- (a) That the invitation to the Hats & Roses breakfast event scheduled to take place on 18 October 2025 at the Swakopmund Town Hall, Tamariskia in Swakopmund, be noted.
- (b) That Council supports the Cancer Association Namibia (CAN) - Erongo Centre by purchasing ten (10x) tickets valued at N\$5,500.00.
- (c) That the two female Councillors, the General Manager: Health Services & Waste Management and seven (7) female staff members who served Council for more than twenty (20) years be nominated to attend the Hats & Roses Breakfast event.
- (d) That the funds be defrayed from the Corporate Service's Publicity Vote: 150515533000, where N\$15,073.00 is available.

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11.1.27 **DECLARATION OF SWAKOPMUND MUNICIPALITY AS AN "AUTHORISED PLANNING AUTHORITY" IN TERMS OF SECTION 113(1)(A) OF THE URBAN AND REGIONAL PLANNING ACT, 2018 (ACT 5 OF 2018)**

(C/M 2025/10/02

1/1/16, 2/1/2/1)

RESOLVED:

- (a) That Council take note of the Swakopmund Municipal Council "Authorised Planning Authority" status approval by the Minister of Urban and Rural Development.
- (b) That operational aspects related to the implementation of the Authorised Planning Authority status and transition be identified and presented with recommendations for Council consideration.
- (c) That a public announcement be issued advising the public of Council's success in being declared the first "Authorised Planning Authority" in Namibia in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and of the benefits this will have for Swakopmund.

11.1.28 **REQUEST FOR ADDITIONAL FUNDS TO PARTICIPATE IN THE SAIMSA GAMES - MASERU, LESOTHO**

(C/M 2025/10/02

13/6/3)

RESOLVED:

- (a) That Council approves the additional funding of N\$366,400.00 for participation in the SAIMSA Games 2025.
- (b) That the General Manager: Finance transfers the additional N\$366,400.00 to Vote: 101015563500, where N\$55,049.75 is currently available.
- (c) That it be recorded that, even though approval was granted by the Management Committee, Councillor W O Groenewald did not support the additional funding request that would bring the total spending to over N\$500,000.00.
- (d) That it be recorded that Councillor W O Groenewald maintained that Council was supposed to be informed of the total participation cost with the first submission that requested approval of Council's participation in SAIMSA Games 2025 in Maseru, Lesotho.

11.1.29 **SWAKOP URANIUM: EMPLOYEES TRANSACTIONS OF 63 ERVEN IN EXTENSION 25, SWAKOPMUND:**

- **UPDATE ON THE PROJECT**
- **REQUEST FOR FINAL EXTENSION OF 60 DAYS PAYMENT PERIOD FOR 6 EMPLOYEES**
- **ALLOCATION OF 6 ERVEN TO NEW APPLICANTS**

(C/M 2025/10/02

1/1/4/2/1/11)

RESOLVED:

- (a) That Council takes note of the progress regarding the sale of 63 erven zoned "Single Residential" located in Extension 25, Swakopmund, to qualifying employees of Swakop Uranium.

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- (b) That Council revoke the allocations for the eight (8) beneficiaries below who failed to sign the deed of sale or required legal addenda.

No.	Erf No.	Name	Issue
1	6889	Van Rooyen Jeffrey Nathan	Revoked, failed to sign the addendum
2	6896	Sheetlani Festus	Revoked, failed to sign the addendum
3	6899	Dumeni Lukas	Revoked, failed to sign DoS
4	6902	Hoabeb Hotago	Revoked, failed to sign the addendum
5	6909	!Gonteb Patrick Kenneth	Revoked, failed to sign the addendum
6	6916	Teopoline Ndiilonga Tulina Matola	Revoked, did not sign DoS
7	6920	Abiud Tjijazembua	Revoked, did not sign DoS
8	6922	Kandadi Frans Shipiluleni	Revoked, failed to sign DoS

- (c) That Council approves a final 60-day extension of the payment period for the following six (6) beneficiaries, commencing from the date of signing the addendum:

No.	Erf No.	Name
1	6872	Nelende Johannes Kandali
2	6880	Johr Albert Eric
3	6884	Haiyaka Julius Ndemweefa
4	6893	Tsaraeb Nelson Nesley
5	6898	Ngolo Efraim
6	6929	Manga Seth Homeboy

- (d) That Council approves the allocation of erven to six (6) new eligible beneficiaries submitted by the Swakop Uranium Housing Committee, and all conditions of allocations under the Project will remain enforceable:

No	Erf No	Size	Purchase Price	Applicant
1	6889	423	76,140.00	Linus Namupala
2	6896	400	72,000.00	Nabot Pandulo Simaeka Kiiga
3	6899	400	72,000.00	Gawaseb Nelson
4	6902	400	72,000.00	Festus Pandeni Namupala Nampweya
5	6909	400	72,000.00	Pandeni Titus Nghihpavali Nekuta
6	6916	400	72,000.00	Kozombiaze Undji Zirirapo

- (e) That Council approves the return of the two (2) erven below to be sold on Closed Bid Sales or Council's initiated projects:

No	Erf No	Size	Purchase Price (N\$)
1	6920	653	117 540.00
2	6922	400	72,000.00

- (f) That any future erven under the Swakop Uranium Housing Project that will be revoked due to beneficiary non-performance shall be returned to Council-initiated projects or closed bid sales.

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- (g) That Council endorses the flexibility for beneficiaries to appoint their own contractors as per the letter of the Swakop Uranium Housing Committee dated 15 August 2025. This endorsement is subject to the following conditions:
- (i) Contractors must comply with building regulations, Town Planning Scheme, and any other applicable statutory requirements.
 - (ii) Beneficiaries remain bound to the 18-month construction timeline as stipulated in their signed Deed of Sale, commencing from the date of registration.
 - (iii) Beneficiaries opting for private contractors will forfeit any collective benefits negotiated via the initial stakeholder agreement and will be treated as individual clients under standard municipal terms and conditions in the Deed of Sale.

11.1.30

APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN MUNICIPALITY OF SWAKOPMUND AND THE ZANZIBAR URBAN MUNICIPAL COUNCIL, TANZANIA

(C/M 2025/10/02

12/27/5)

RESOLVED:

- (a) That the Memorandum of Understanding (MoU) between the Zanzibar Urban Municipal Council and the Municipality of Swakopmund be approved.
- (b) That both parties liaise with the Zanzibar Urban Municipal Council through the Ministry of International Relations and Cooperation.
- (c) That the MoU be submitted to the Office of the Attorney-General of the Republic of Namibia for further review and approval.
- (d) That the Memorandum of Understanding (MoU) be signed at the Embassy of Namibia in Dar-Es-Salaam, Tanzania, by both parties on a date to be determined by the Chief Executive Officer.
- (e) That permission be granted to the following officials to travel to Dar-Es-Salaam, Tanzania:
 - Mayor
 - Chairperson of Management Committee
 - Chief Executive Officer
 - General Manager: Corporate Services & Human Capital
 - Corporate Officer: Marketing & Communications
- (f) That Council be responsible for travel and subsistence costs for the five (5) delegates.
- (g) That the cost for the expenditures be defrayed for the relevant departmental votes where sufficient funds are available.
- (h) That a plan of action based on the following areas of interest below be agreed on with the Zanzibar Urban Municipal Council:
 1. Revenue Collection
 2. Investment
 3. Training for Capacity Building
 4. Town Planning

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5. Economic Activities
6. Culture
7. Waste Management

- (i) That this item be condoned at Council for execution purposes.

11.1.31 **NAMIBIAN HERITAGE WEEK 2025: REQUEST FOR COLLABORATION AND FUNDING**

(C/M 2025/10/02)

(3/15/1/1)

RESOLVED:

- (a) That the request for financial assistance towards the hosting of the Namibian Heritage Week 2025 from the Scientific Society Swakopmund, scheduled to take place from 15-21 September 2025 at the Museum in Swakopmund, be noted.
- (b) That, Council on the recommendation of the Management Committee, approves the sponsorship amount of N\$10,000.00 be donated towards the graphic design and printing of promotional material.
- (c) That the national flags (Namibian and AU) be used at the official opening of the event.
- (d) That the N\$10,000.00 donation be made annually to the Scientific Society Swakopmund.
- (e) That Council purchases another set of the Namibian and African Union flag for use at outdoor events.
- (f) That the additional request for Council to publish the advertisement of the Namibian Heritage Week 2025 in a local newspaper be turned down.
- (g) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000, where N\$200,000.00 is available.
- (h) That the videos and pictures of the event be posted on Council's social media platforms and website.
- (i) That the Mayor and Councillors be available to attend the official opening of the Namibian Heritage Week 2025.

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

None.

The meeting adjourned: 20:00.

Minutes to be confirmed on 30 October 2025.

Councillor B R !Goraseb
MAYOR

Mr Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING OCTOBER 2025**

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 14 OCTOBER 2025**

2. **CONFIRMATION OF MINUTES**

(M/C 2025/09/11 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 14 AUGUST 2025**

On the proposal of Councillor E Shitana. and seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 14 August 2025 be confirmed as correct.

2.2 **MATTERS ARISING FROM THE PREVIOUS MINUTES**

None.

8. **POLICY MATTERS**

8.18 **SUBDIVISION OF ERF 1803 (A PORTION OF ERF NO. 1794), MONDESA, INTO PORTION A AND REMAINDER. PERMANENT CLOSURE OF PORTION A AS PUBLIC OPEN SPACE AND SUBSEQUENT REZONING OF PORTION A FROM PUBLIC OPEN SPACE TO PARASTATAL**

(M/C 2025/10/14 - M 1803)

RESOLVED:

That this item be referred and be resubmitted to the next Management Committee Meeting.

8.20 **REPLACE VEHICLES: N 3169 S WITH N 9841 S**

(M/C 2025/10/14 - 17/2/5/1)

RESOLVED: (For Condonation By Council)

- (a) That resolution 11.1.8 (a) (C/M 2025/07/31 - 17/2/5/1) dated 31 July 2025, be amended.
- (b) That vehicle N 3169 S, Fleet No THO225, be recommissioned and not auctioned.
- (c) That the following old and redundant vehicle from the Water Works Section be written off and sold at the next public auction instead of N 3169 S

Asset No.	Asset No.	Description	Year
TE0011	N 9841 S	Opel Corsa Utility 1.4	2005

- (d) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset price for the above-mentioned redundant vehicle.

8.21 **WRITING OFF: REDUNDANT MATERIAL - SEWERAGE WORKS**
(M/C 2025/10/14 - 17/2/5/1)

RESOLVED: (For Condonation By Council)

- (a) That the following redundant items from the Sewerage Works Section be written off and sold at the next public auction:

QUANTITY	DESCRIPTION
1	Portable Propeller Ventilator 750W
1	Portable propeller Ventilator 230W
1	Blue Rodding Machine 5139M
1	Yamaha Water Pump 100mm - 50345m
1	Honda Pressure Pump Gx160
1	Wheelbarrow
2	Wheelbarrow Plastic
2	Non-return DN 150
1	Husqvarna K760 FSE 0330 Stone Cutter
1	Koop Diesel Pump (Water) SE407
1	Angus -fire Portable Pump S128M
1	AVK Non-return Slap -DN 200
1	35Kw Pump Volute
1	Flygt Pump 6.8Kw SN 3126.180-S880787
1	WILO Pump SN 317180 0.50Kw
3	18Kw/15Kw Pump Volute
4	Non-Return AVK - DN100
1	500L Tank Fellow (Wafee)
2	295/80R22.5 Tyres
3	11R22.5 Tyre
1	245/75R16
1	Knife Gate Valve (Stripped) 400mm
2	7.00R16 Tyre (x1 with RIM)
5	Pedrollo Pump 0.37Kw
14	Submersible pumps 750W
2	205/70R15 Tyres (Bridge Stone)
1	Firestone 245/7R16
1	7.50R16 Tyre (Bridge stone)
3	7.50R16 LT Tyre (Bridge Stone)
1	295/80R22.5 Dunlop Tyre
1	Electrical Winch 1 ton 2.2Kw
1	Compressor SN VL3514-50
1	Orange Jet hose +- 10m
2	Orange Jet hose +- 50m
36	PVC Sewerage Pipes 100mm x 3m
60	PVC Sewerage Pipes 160mm x 5m
3	PVC Sewerage Pipes 200mm x 2m
1	Wheelbarrow Galvanised Rusted
1	Bosch Rotary Hammer SN 06112721K0 220V-230V
1	Bosch Impact Drill SN 060117B500 230V

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

9. **PERSONAL MATTERS**9.1 **INVITATION TO THE PUBLIC AND ENVIRONMENTAL HEALTH PROFESSIONALS STRATEGIC ANNUAL PLANNING MEETING**

(M/C 2025/10/14 - 9/2/1)

RESOLVED: (For Condonation By Council)

- (a) That the Management Committee takes note of the invitation received from the Ministry of Health and Social Services.
 - (b) That the Management Committee grants approval to Mr Moses Ndara EHP to attend the Public and Environmental Health Professionals Strategic Annual Planning Meeting to be held in Otjiwarongo, Otjozondjupa Region, from 29 September 2025 to 03 October 2025 as per the invitation by the Ministry of Health and Social Services.
 - (c) That special leave be granted to Mr Moses Ndara for the period.
 - (d) That subsistence and travelling allowances are paid in terms of Council Policy on Travelling, Accommodation & Subsistence, be defrayed from Vote 300015505500 (Conference Expenses), where N\$55 800.00 is available.
-

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING OCTOBER 2025**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 14 OCTOBER 2025**

11.1.1 **UPDATED ENVIRONMENTAL POLICY, IMPLEMENTATION PLAN, AND ESTABLISHMENT OF AN ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)**
(C/M 2025/10/30 - 17/1/3/1, 17/P)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.1** page **03** refers.

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

1. BACKGROUND INFORMATION

In 2022, the Environmental Management Policy, initially drafted and submitted by the Engineering and Planning Department, received approval from the Management Committee. Subsequently, the policy underwent a review process conducted by the legal firm, Conradie and Damaseb Legal Practitioners.

Traditionally, this policy operates on a five-year review cycle, wherein updates and amendments, if necessary, are made. Nonetheless, due to persistent environmental challenges faced by the Council and the adoption of additional responsibilities related to Environmental Management, the decision was taken to revise the Environmental Management Policy ahead of the scheduled review period.

In line with the Swakopmund Municipal Council's commitment to environmental stewardship, the updated Environmental Management Policy has been further supported by the development of an Environmental Policy Implementation Plan.

This Implementation Plan was developed to translate the policy's guiding principles into measurable, time-bound, and actionable commitments. It addresses key thematic areas such as waste management, sustainable land use, biodiversity protection, and climate resilience. It also introduces a performance-based accountability structure that enables effective cross-departmental coordination.

As part of this initiative, the concept of an Environmental Management System (EMS) was incorporated as a strategic framework to support legal compliance, improve operational efficiency, and ensure continuous environmental performance improvement. The EMS will align, where feasible, with ISO 14001 standards and be tailored to municipal operations.

Attachments:

Annexure A"	-	<i>Updated Environmental Management Policy</i>
Annexure B"	-	<i>Policy Implementation Plan</i>
Annexure C"	-	<i>Proposed EMS Web Layout</i>

2. Discussion

2.1 Purpose of The Policy

The Swakopmund Council is committed to advancing sustainable environmental practices and safeguarding the welfare of the broader community and the ecosystem within Swakopmund.

The Environmental Management Policy serves the crucial purpose of furnishing a comprehensive framework and set of guidelines for the effective management of the town's invaluable natural resources, ecosystems, and environmental assets.

This policy is explicitly designed to foster sustainable development practices, preserve the distinct and multifaceted natural environment, and elevate the overall quality of life for both present and forthcoming generations of Swakopmund residents.

2.2 Purpose of Policy Implementation Plan

The Environmental Policy Implementation Plan provides a roadmap for delivering the commitments outlined in the Environmental Management Policy. It enables the tracking of progress through KPIs, identifies responsible departments, and ensures alignment with national legislation and Swakopmund-specific environmental priorities.

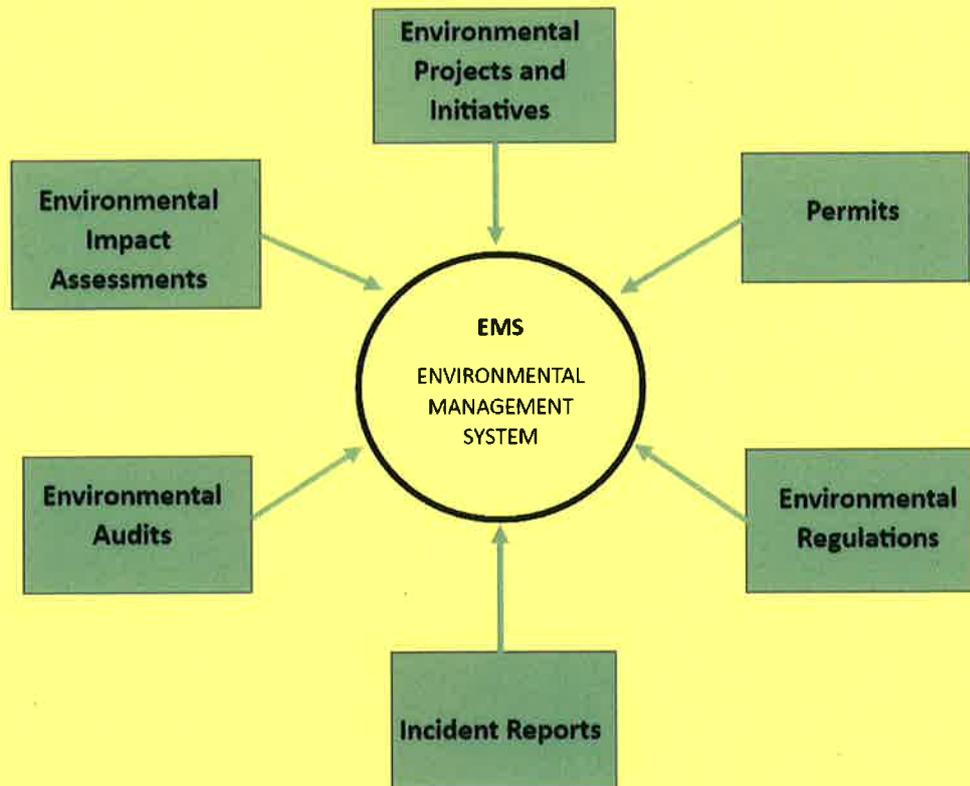
2.3 Purpose of the EMS

The Environmental Management System (EMS) will serve as a formalized framework for identifying environmental risks and impacts, ensuring compliance with relevant legislation, streamlining internal environmental practices, and promoting a culture of accountability and continuous improvement within Council operations.

The EMS will:

- *Strengthen public trust, because residents, developers, and visitors will be able to access environmental commitments, rules, and progress directly, reinforcing municipal credibility and showing that environmental protection is a priority.*
- *Enhances legal compliance because key regulations and procedures will be visible to the public.*
- *It will improve internal coordination, because the EMS is a central, digital reference that will reduce duplication and miscommunication between departments and ensure consistency in environmental decision-making.*
- *The EMS will position Swakopmund as a green, transparent, and smart municipality.*

2.4 Components of the EMS



1. Environmental Regulations & By-Laws

Provide the legal foundation for EMS implementation, guiding what is permitted, restricted, and enforceable.

Subcomponents:

- Environmental Policy 2025-2030 (Must be approved by Council)
- Environmental Management Act No. 7 of 2007
- Parks, Jetty & Beaches Regulations No. 337 of 2024
- Seashore Ordinance No. 37 of 1958
- Sand and Gravel Mining Regulations 2025 (Currently at Ministry of Justice)
- Waste Management Policy (Updated Policy, to be approved by Health Services and Solid Waste Management Department)
- Water, and pollution control bylaws (to be developed)

Future bylaws on:

- Noise Regulations (Health Services and Solid Waste Management Department)
- Environmental Management Regulations
- Coastal buffer zones
- Air quality standards
- Greywater reuse and pollution control

2. Permits

Ensure regulated activities proceed only with environmental oversight and conditions in place.

Subcomponents:

- Sand and gravel extraction applications

- Beach activity/event permits (Economic Development Services)
- Sand and gravel extraction permits
- Waste management and hazardous material transport permits
- Waste Water Discharge permit

3. Environmental Impact Assessments (EIAs)

Assess the risks and impacts of new developments before approval and operation, and identify potential mitigation strategies.

Subcomponents:

- Scoping reports
- Environmental Assessment reports
- Environmental Management Plans (EMPs)
- Environmental Clearance Certificates (ECCs)
- Stakeholder consultation records
- Compliance monitoring plans

4. Audit Reports

Provide regular feedback on EMS implementation, legal compliance, and environmental performance.

Subcomponents:

- Internal EMS audits (annual)
- External audits (e.g., ECC compliance audits)
- Audit findings and non-conformance records
- Corrective action plans
- Environmental status reports (yearly to Council)

5. Incident Reports

Capture and respond to environmental violations, accidents, or pollution events.

Subcomponents:

- Pollution and contamination reports (oil spills, sewage leaks)
- Coastal damage alerts
- Illegal dumping
- Fire and chemical spill reports
- Root cause analysis and response documentation
- Corrective/preventive action follow-up
- Complaints logged via web form

6. Environmental Projects and Initiatives

Demonstrate active, positive municipal engagement through on-the-ground environmental improvements and innovation.

Subcomponents:

- Beach rehabilitation projects
- Community gardens or green belt corridors
- Coastal erosion protection measures
- Urban tree planting and landscaping
- Clean-up campaigns and recycling incentives (Health Services and Solid Waste Management Department)
- Pilot projects (e.g., solar streetlights)
- Youth programs or business sector environmental partnerships

7. EMS Application

To enhance transparency, promote public accountability, and support interdepartmental coordination, it is proposed that the Swakopmund Environmental Management System (EMS) be hosted on the official Swakopmund Municipal website (www.swakopmund.com)

DEPARTMENTAL CONTRIBUTIONS

In July 2025, the draft policy and plan were circulated to key internal stakeholders, including the Economic Development Services, Town Planning, Health Services & Solid Waste Management, Marketing and Communications, Human Capital, and the Public Relations Office. Despite a 3-week comment window, comments/inputs were received from the Manager Corporate Services and Human Capital regarding the implementation plan, and comments and inputs were received from the Investment and Tourism officer.

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

- (a) That Council approves the updated Environmental Management Policy and its Implementation Plan.**
 - (b) That Council approves the hosting of the Environmental Management System (EMS) and its components on the Municipal website.**
 - (c) That the General Manager: Engineering & Planning Services initiates the implementation of the EMS portal and coordinates with all relevant departments.**
 - (d) That internal awareness and training sessions be conducted by the Engineering & Planning Services Department (Environmental Management Office), in collaboration with the Marketing and Communications Section.**
-

Prepared by

Document Title: Swakopmund Environmental Management Policy			
Date Submitted for approval to Council: August 2025			
<hr/>			
SIGN-OFF			
Date approved by Council:	Chief Executive Officer Name:	Signature:	Version number: 2
Item Number: _____			

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ACRONYMS & ABBREVIATIONS

EM Policy:	Environmental Management Policy
SWK Municipality:	Swakopmund Municipality
NGOs:	Non-Governmental Organizations
EIA:	Environmental Impact Assessment
PPP:	Polluter Pays Principle
KPIs:	Key Performance Indicators



DEFINITIONS

Biodiversity: Biodiversity refers to the variety and variability of life forms, including species of plants, animals, microorganisms, and their interactions within ecosystems. In the context of the policy, biodiversity conservation aims to protect and sustain the diverse range of species and habitats found within the Swakopmund Municipality, contributing to ecosystem health and ecological balance.

Council: means the Council of the Municipality of Swakopmund

Climate Change: Climate change refers to the long-term alteration of Earth's climate due to human activities, causing shifts in temperature, weather patterns, and sea levels, with widespread impacts on ecosystems and societies.

Climate Change Adaptation: Climate change adaptation refers to strategies and actions taken to adjust and prepare for the adverse effects of changing climate conditions. The policy emphasizes measures aimed at enhancing the Swakopmund Municipality's resilience to climate-related impacts, such as extreme weather events, sea-level rise, and temperature fluctuations.

Compliance and Enforcement: Compliance and enforcement involve adhering to the policies, regulations, and guidelines established within the Environmental Management Policy. This includes implementing monitoring systems, conducting audits, and applying enforcement measures to ensure that individuals, businesses, and organizations uphold the standards set forth in the policy.

Ecosystem: An ecosystem is a community of living organisms interacting with their environment, playing a crucial role in providing essential services for both nature and human well-being.

Environment: means the complex of natural and anthropogenic factors and elements that are mutually interrelated and affected that ecological equilibrium and the quality of life; and the environment includes:

- (a) the natural environment being land, water and air, all organic and inorganic material and all living organisms; and
- (b) the human environment being the landscape and natural, cultural, historical, aesthetic, economic and social heritage, and values.

Environmental Education and Awareness: Environmental education and awareness encompass efforts to inform, educate, and engage the public about environmental issues, sustainable practices, and the importance of responsible behaviour. The policy outlines initiatives to empower residents with knowledge and skills that promote positive environmental attitudes and actions.

Natural Resources: are materials or components which occur naturally within the environment or are derived from the environment and may include both tangible and intangible goods and services.



Pollution: Pollution refers to the introduction of harmful substances or contaminants into the environment, often caused by human activities. These pollutants can include chemicals, waste materials, pollutants, and other substances that disrupt natural processes, harm living organisms, and degrade air, water, and soil quality. Pollution poses significant threats to human health, ecosystems, and the overall balance of the environment.

Stakeholder Engagement: Stakeholder engagement refers to the collaborative and inclusive process of involving individuals, organizations, and groups that are affected by or have an interest in the outcomes of the policy. This process ensures that diverse perspectives are considered, fostering community participation, ownership, and the generation of well-informed decisions.

Sustainable Development: s development meets the needs of the present without compromising the ability of future generations to meet their own needs.

Sustainability: Sustainability refers to the concept of meeting the needs of the present without compromising the ability of future generations to meet their own needs. In the context of the Environmental Management Policy, sustainability involves implementing practices, policies, and initiatives that balance economic, social, and environmental considerations to ensure long-term well-being and resilience.

Polluter Pays Principle: is an environmental norm that is enacted to make the party responsible for producing pollution to pay for the damage done to the natural environment or to invest in activities aimed at protecting the environment.

Precautionary principle: is an environmental principle that states that an activity that raises threats of harm to the environment or human health must implement measures to prevent harm even if some cause-and-effect relationships are not fully established scientifically.

Resilience: Resilience refers to the capacity of a system, community, or individual to absorb and recover from disturbances or shocks while maintaining its essential functions and structure. It involves the ability to adapt, withstand, and bounce back from challenges, changes, or stresses, ensuring stability and continuity in the face of disruptions.

Resource Management: Resource management involves the responsible and efficient utilization of natural resources such as water, energy, land, and minerals to meet current needs while ensuring their availability for future generations. The policy focuses on resource management strategies that minimize waste, optimize usage, and mitigate negative environmental impacts.

Urbanisation: urbanization is the social process that leads to the creation of cities.

Vulnerability: Vulnerability refers to the degree to which a system, community, or individual is susceptible to potential harm, risks, or negative impacts. It arises from factors such as exposure to hazards, lack of resources, and limited capacity to cope with adverse conditions.



1. INTRODUCTION AND PURPOSE

1.1. Context Setting

The environmental context of Swakopmund is characterized by its unique and diversified natural environment on Namibia's west coast. The city is bordered by the Dorob National Park, which holds significant importance in terms of tourism, ecology, commodities, and services. Additionally, efforts have been made to preserve the city's character and ensure sustainable development through the designation of further areas as conservancy areas.

Key points about Swakopmund's environmental context:

Dorob National Park: The Dorob National Park is a crucial component of Swakopmund's environmental context. As a protected area, it serves as a habitat for diverse flora and fauna and plays a significant role in promoting ecological balance. The park's natural beauty and biodiversity make it an attractive destination for tourists, contributing to the city's economy through nature-based tourism.

Tourism Potential: Swakopmund's proximity to the Dorob National Park and its natural coastal location make it an ideal destination for ecotourism and outdoor activities. The park offers opportunities for wildlife viewing, hiking, and experiencing the unique desert landscapes, which attract tourists from around the world.

Conservancy Areas: The designation of further areas in Swakopmund as conservancies demonstrates the commitment to preserving the city's current character and natural heritage. By designating these areas, the authorities aim to protect the environment and promote sustainable development practices that align with the National Heritage Act of 2004.

Ecological Significance: The ecological significance of Swakopmund's environment lies in its coastal ecosystems, desert landscapes, and the interactions between various species. Conservation efforts in the region are crucial for maintaining the delicate balance of these ecosystems and safeguarding the unique biodiversity present in the area.

Sustainable Development: Swakopmund's environmental context calls for a balanced approach to development. While economic growth and urban expansion are essential for the city's progress, it is equally important to ensure that development activities do not harm the natural environment. Sustainable development practices are necessary to preserve the city's environmental assets and ensure that future generations can continue to benefit from them.

Cultural and Heritage Considerations: Swakopmund's environment is not only ecologically valuable but also culturally and historically significant. Preserving the city's heritage and character is crucial for maintaining its identity and ensuring that development initiatives are aligned with the city's unique cultural attributes.

Challenges: Swakopmund's environmental context may face challenges such as climate change impacts, habitat degradation, water scarcity, and waste management. Addressing these challenges requires comprehensive environmental management strategies and collaboration among various stakeholders, including the local council, community, businesses, and conservation organizations.



1.2. Purpose of the Environmental Management Policy

The purpose of the Environmental Management Policy for the Swakopmund Council is to provide a comprehensive framework and guidelines for managing the city's natural resources, ecosystems, and environmental assets. This policy aims to promote sustainable development practices, preserve the unique and diversified natural environment, and enhance the overall quality of life for current and future generations of Swakopmund residents.

1.2.1. Significance in Promoting Sustainable Development

Balancing Development and Conservation

The policy's focus on sustainable development ensures that economic growth and urban expansion occur in harmony with environmental conservation. It encourages development initiatives that minimize ecological impact and support long-term environmental health.

Enhancing Livelihoods

Sustainable development practices promote the responsible use of natural resources, ensuring their availability for livelihoods and economic activities dependent on them, such as fishing, tourism, and agriculture. This, in turn, improves the resilience and prosperity of local communities.

Attracting Responsible Tourism

By preserving the natural environment and promoting eco-friendly practices, the policy contributes to the attraction of responsible and nature-based tourism. The unique landscapes and biodiversity of Swakopmund become a draw for environmentally conscious travellers, boosting the local tourism industry.

Economic Efficiency and Resource Management

Sustainable development encourages resource efficiency, waste reduction, and energy conservation. This translates into cost savings for the city, local businesses, and residents, while reducing the overall ecological footprint.

Community Engagement and Empowerment

The policy fosters community engagement in environmental stewardship, empowering residents to participate in conservation efforts, environmental education, and decision-making processes. A sense of ownership over the natural environment leads to more sustainable practices and community resilience.

1.2.2. Significance in Protecting the Environment

1. **Conserving Biodiversity:** The policy recognizes the importance of conserving Swakopmund's unique biodiversity, including the flora and fauna found in the Dorob National Park and surrounding areas. Conservation measures help protect endangered species and preserve ecological balance.



2. **Addressing Climate Change Impacts:** The policy emphasizes climate change adaptation and mitigation strategies. By promoting renewable energy, carbon emissions reduction, and climate-resilient infrastructure, Swakopmund can contribute to global efforts in combating climate change.
3. **Preserving Ecosystem Services:** The natural environment provides essential ecosystem services such as clean air, water purification, and soil fertility. The policy ensures the preservation of these services, benefiting both the environment and the well-being of the town's residents.
4. **Protecting Cultural and Heritage Values:** Environmental conservation is closely tied to the preservation of cultural and heritage values. The policy acknowledges the importance of preserving the city's identity and historical significance, which are often intertwined with the natural environment.
5. **Long-Term Sustainability:** By prioritizing the protection of the environment, the policy lays the foundation for long-term sustainability. It ensures that Swakopmund's natural resources and ecosystems can continue to support the needs of current and future generations.

The Environmental Management Policy for the Swakopmund Council plays a vital role in promoting sustainable development by balancing economic growth with environmental conservation. It safeguards the city's natural heritage, fosters responsible tourism, empowers the community, and addresses global challenges such as climate change. By implementing this policy, Swakopmund demonstrates its commitment to protecting the environment and ensuring a prosperous and resilient future for the city and its inhabitants.

2. VISION AND MISSION

2.1.1. Vision

To create a resilient, harmonious, and sustainable coastal city, where the natural environment thrives alongside vibrant communities, fostering a model of responsible development that preserves Swakopmund's ecological integrity and cultural heritage for generations to come.

2.1.2. Mission

1. Environmental Preservation

Our mission is to protect and preserve Swakopmund's unique and diversified natural environment, including the Dorob National Park and surrounding areas. We are committed to safeguarding the city's biodiversity, ecosystems, and natural resources for the benefit of both current and future generations.



9. Transparency and Accountability

The Municipality of Swakopmund is committed to maintaining transparency in decision-making processes and ensuring accountability to the public and stakeholders. The Municipality shall communicate openly about environmental initiatives, progress, and challenges.

10. Long-Term Sustainability

The Municipality of Swakopmund shall ensure the long-term sustainability of the city by integrating environmental considerations into all aspects of planning, policymaking, and development. Sustainable development principles shall guide decision-making to secure environmental integrity for future generations.

3. LEGAL AND REGULATORY FRAMEWORK

3.1. Introduction to the Legal Framework for Environmental Management in Swakopmund

The environmental management of Swakopmund is governed by a comprehensive legal framework that sets out the rules, regulations, and guidelines for protecting and preserving the city's natural environment and promoting sustainable practices. This legal framework encompasses national laws, international conventions, and local regulations that collectively aim to ensure responsible development, biodiversity conservation, and environmental sustainability.

3.1.1. National Environmental Laws

At the national level, Swakopmund's environmental management is governed by several key laws and regulations. These laws are designed to safeguard the country's natural resources, ecosystems, and biodiversity. Some of the significant national environmental laws applicable to Swakopmund include:

1. The Constitution of the Republic of Namibia, 1990

The Constitution provides the foundational legal document for Namibia and lays down the principles and rights related to the environment. It enshrines the right to an environment that is not harmful to health or well-being and outlines the state's responsibility to protect and conserve natural resources for present and future generations.

2. Local Authorities Act 23 of 1992

The Local Authorities Act governs the establishment, functions, and powers of local authorities in Namibia, including the Swakopmund Council. It provides a legal basis for local governance and decision-making on matters related to the environment and sustainable development within the city.



3. The Environmental Management Act No 7 of 2007

This act provides the overarching legal framework for environmental management in Namibia. It establishes the Environmental Commissioner's office and outlines procedures for environmental impact assessments, permits, and enforcement of environmental regulations.

4. National Heritage Act No 27 of 2004

This act identifies and protects natural and cultural heritage sites, including those in Swakopmund, to preserve the country's unique cultural and historical assets.

5. The Nature Conservation Ordinance No 4 of 1975

This ordinance focuses on the conservation and protection of natural resources and wildlife in Namibia. It establishes protected areas, wildlife management measures, and regulates activities related to the conservation of flora and fauna, including those within Swakopmund's jurisdiction.

6. The Pollution Control and Waste Management Bill of 1999

The Pollution Control and Waste Management Bill aims to regulate pollution prevention and control, waste management practices, and environmental standards. It addresses issues related to air, water, and soil pollution, as well as waste management and disposal.

3.1.2. International Conventions and Agreements

Namibia, including Swakopmund, is a party to various international conventions and agreements related to environmental protection and sustainability. These agreements aim to address global environmental issues and encourage cooperation between countries. Some of the key international conventions that impact Swakopmund's environmental management include:

1. Convention on Biological Diversity (CBD)

Namibia is a signatory to the CBD, which emphasizes biodiversity conservation and the sustainable use of biological resources.

2. United Nations Framework Convention on Climate Change (UNFCCC)

As part of the global efforts to address climate change, Namibia participates in the UNFCCC conferences to combat climate change and implement adaptation and mitigation measures.



4. ENVIRONMENTAL OBJECTIVES

4.1. Objective 1: Enhance Environmental Impact Assessment (EIA) Procedures

- **Specific:** Strengthen the EIA process for all development projects to ensure thorough assessment and mitigation of potential environmental and social impacts.
- **Measurable:** Evaluate the quality and comprehensiveness of EIAs for selected projects and ensure 100% compliance with EIA guidelines.
- **Achievable:** Collaborate with relevant authorities to update and enforce EIA regulations, provide training for project proponents, and engage stakeholders in the process.
- **Relevant:** Effective EIAs will help prevent and minimize adverse environmental and social impacts, fostering responsible and sustainable development.
- **Time-bound:** Implement the improved EIA procedures within six months and monitor compliance annually thereafter.

4.2. Objective 2: Promote Green Infrastructure and Nature-Based Solutions

Specific: Integrate green infrastructure and nature-based solutions into urban development plans to enhance resilience to hazards and risks.

Measurable: Assess the percentage of new urban development projects that incorporate green infrastructure elements.

Achievable: Develop guidelines for integrating green infrastructure, encourage private developers to adopt nature-based solutions, and allocate funding for pilot projects.

Relevant: Green infrastructure supports sustainable urban development by improving climate resilience, mitigating floods, and enhancing ecosystem services.

Time-bound: Integrate green infrastructure principles into all new urban development plans within two years.

4.3. Objective 3: Strengthen Community Engagement and Environmental

Education

Specific: Establish community-based environmental education programs to empower residents with knowledge about environmental conservation and sustainability.

Measurable: Measure the participation and engagement of residents in environmental education initiatives.

Achievable: Collaborate with local schools, NGOs, and community organizations to develop and implement educational programs, workshops, and awareness campaigns.



Relevant: Environmental education fosters a sense of ownership and responsibility for the environment, promoting informed decision-making and behaviour change.

Time-bound: Launch community-based environmental education programs within one year and evaluate their impact annually.

4.4. Objective 4: Promote Sustainable Practices in the Business Sector

Specific: Encourage local businesses to adopt sustainable practices, such as energy efficiency, waste reduction, and responsible sourcing.

Measurable: Assess the percentage of businesses that implement sustainable practices and track their resource consumption and waste reduction progress.

Achievable: Provide incentives, certifications, and recognition for businesses implementing sustainable practices, and offer support through workshops and consultations.

Relevant: Promoting sustainable practices in the business sector contributes to the overall environmental sustainability of Swakopmund.

Time-bound: Achieve an increase of 20% in the number of businesses adopting sustainable practices within five years.

4.5. Objective 5: Conduct Regular Environmental Impact Monitoring

Specific: Establish a comprehensive environmental monitoring program to assess and mitigate environmental impacts of various activities in the city.

Measurable: Regularly collect and analyse data on key environmental indicators, such as air quality, water quality, and waste generation rates.

Achievable: Invest in monitoring equipment and capacity-building, collaborate with research institutions, and create a dedicated monitoring team.

Relevant: Monitoring environmental impacts allows for informed decision-making and ensures that the council remains proactive in addressing emerging issues.

Time-bound: Implement the environmental monitoring program within one year and conduct regular assessments every six months.

4.6. Objective 6: Implement Waste Reduction Strategies

Specific: Reduce the volume of non-recyclable waste sent to landfills by 30% within three years.



Measurable: Monitor the quantity of waste disposed of in landfills and track progress toward the 30% reduction target.

Achievable: Establish waste separation and recycling initiatives, promote composting, and collaborate with waste management stakeholders.

Relevant: Waste reduction contributes to environmental conservation and minimizes the environmental impact of waste disposal.

Time-bound: Achieve the 30% reduction in non-recyclable waste by the end of Year 2027.

4.7. Objective 3: Preserve Biodiversity and Natural Habitats

Specific: Identify and protect critical habitats and biodiversity-rich areas within Swakopmund's jurisdiction.

Measurable: Conduct biodiversity assessments and map identified habitats, tracking the expansion of protected areas.

Achievable: Collaborate with conservation organizations and local communities to designate and manage protected areas.

Relevant: Biodiversity conservation is vital for preserving ecosystem services and maintaining the city's natural beauty.

Time-bound: Establish protected areas and conservation measures for identified habitats by the end of Year 2026.

4.8. Objective 4: Improve Water Use Efficiency

Specific: Reduce water consumption in municipal facilities by 15% compared to the baseline year (Year 2020).

Measurable: Monitor water consumption regularly and report on progress toward the 15% reduction target.

Achievable: Implement water-saving technologies, repair leaks promptly, and promote water conservation campaigns.

Relevant: Enhancing water use efficiency supports sustainable water management and ensures water availability for future generations.

Time-bound: Achieve the 15% reduction in water consumption by the end of Year 2026.

4.9. Objective 5: Promote Sustainable Transportation



Specific: Increase the percentage of residents using eco-friendly transportation (e.g., bicycles, public transit) by 25% within two years.

Measurable: Conduct surveys and collect data on transportation preferences to track progress toward the 25% target.

Achievable: Develop bike lanes, improve public transportation services, and raise awareness about eco-friendly transportation options.

Relevant: Sustainable transportation reduces air pollution and traffic congestion, contributing to a healthier environment.

Time-bound: Achieve the 25% increase in eco-friendly transportation usage by the end of Year 2028.

These SMART objectives provide a clear direction for the Swakopmund Council's environmental management efforts, focusing on key areas of environmental impact prevention, community engagement, sustainability, and responsible urban development. By adopting these objectives and tracking progress over time, the council can make substantial strides in valuing and preserving its environment for the well-being and prosperity of its residents and future generations.

5. STAKEHOLDER ENGAGEMENT

Stakeholder engagement is a critical aspect of successful environmental management. Engaging with various stakeholders, including residents, businesses, community organizations, government agencies, and non-governmental organizations (NGOs), fosters collaboration, inclusivity, and the exchange of ideas. Effective stakeholder engagement ensures that a diverse range of perspectives is considered, leading to well-informed decisions and a higher likelihood of successful policy implementation.

5.1. Objectives for Stakeholder Engagement

5.1.1. Objective 1: Establish a Stakeholder Engagement Framework

Develop a comprehensive framework for stakeholder engagement, outlining the methods, frequency, and channels through which the council will engage with different stakeholders. Engage with experts in stakeholder engagement and participatory processes to design a structured and inclusive approach. Ensure that the framework aligns with the principles of transparency, openness, and inclusivity.

5.1.2. Objective 2: Identify and Prioritize Stakeholders

Conduct a stakeholder analysis to identify key stakeholders who are directly or indirectly affected by the council's environmental management initiatives.



Prioritize stakeholders based on their level of influence, interest, and potential impact on environmental matters.

Engage with representatives from diverse sectors, such as community members, businesses, environmental organizations, and relevant government agencies.

5.1.3. Objective 3: Enhance Public Participation in Decision-Making

Develop mechanisms to facilitate meaningful public participation in environmental decision-making processes.

Organize public consultations, workshops, and town hall meetings to gather input on significant environmental initiatives and policies.

Provide clear information about the purpose, implications, and potential outcomes of proposed projects or policies to empower informed discussions.

5.1.4. Objective 4: Collaborate with Businesses and Industry

Engage with local businesses and industries to foster their participation in sustainability efforts.

Establish partnerships with industry associations to encourage the adoption of environmentally responsible practices.

Seek input from businesses to identify opportunities for reducing environmental impacts along the value chain.

5.1.5. Objective 5: Strengthen Community Involvement

Empower local communities to actively participate in environmental conservation initiatives.

Establish community-based working groups or committees focused on specific environmental projects, such as waste reduction or tree planting.

Encourage residents to provide feedback, share local knowledge, and suggest ideas for improving environmental management practices.

5.1.6. Objective 6: Collaborate with NGOs and Civil Society

Partner with local NGOs and civil society organizations that have expertise in environmental issues.

Collaborate on joint projects, share knowledge and resources, and leverage the strengths of both parties to achieve common goals.

Engage NGOs in monitoring and advocacy efforts to ensure compliance with environmental regulations.

5.1.7. Objective 7: Ensure Feedback Mechanisms

Establish clear channels for stakeholders to provide feedback, suggestions, and concerns related to environmental management.



Collaborate with relevant authorities and agencies to conduct regular audits and inspections to verify compliance.

6.1.6. Objective 6: Continuous Improvement of EIA Process

Regularly review and update the EIA process to align with best practices, emerging environmental concerns, and changes in regulations.

Seek feedback from stakeholders, experts, and practitioners to enhance the effectiveness and efficiency of the EIA process.

6.2. Benefits of Effective Environmental Impact Assessment

1. Informed Decision-Making

A thorough EIA process provides decision-makers with a clear understanding of the potential impacts of projects, enabling informed choices.

2. Risk Reduction

Identifying potential environmental and social risks at an early stage allows for the implementation of mitigation measures to minimize adverse effects.

3. Sustainable Development

Properly conducted EIAs ensure that development projects are aligned with sustainable practices, fostering long-term benefits.

4. Community Engagement

Involving the public in the EIA process builds trust, empowers local communities, and allows for the incorporation of valuable local knowledge.

5. Legal and Regulatory Compliance

Proper EIA procedures ensure adherence to national and international environmental regulations and conventions.

7. RESOURCE MANAGEMENT

Resource management is a fundamental aspect of environmental conservation and sustainable development. Effective resource management involves responsible utilization of natural resources, minimizing waste generation, and promoting efficient use of resources to ensure their availability for present and future generations.

7.1. Objectives for Resource Management

7.1.1. Objective 1: Efficient Water Resource Management

Implement water conservation strategies to optimize water use across municipal operations and facilities.



7.1.2. Objective 2: Sustainable Energy Consumption

Reduce energy consumption in municipal buildings and operations through energy-efficient practices and technologies.

Promote the use of renewable energy sources and incentivize energy-saving measures within the community.

7.1.3. Objective 3: Waste Reduction and Recycling

Develop and implement waste reduction programs to minimize the amount of waste generated within the town.

Establish recycling initiatives, including public collection points and educational campaigns, to encourage responsible waste disposal practices.

7.1.4. Objective 4: Responsible Land Use and Development

Ensure that land use planning considers environmental protection, green spaces, and biodiversity conservation.

Promote sustainable construction practices that minimize environmental impacts and enhance urban aesthetics.

7.1.5. Objective 5: Preservation of Natural Habitats

Identify and protect ecologically significant areas and habitats from urban encroachment and development.

Collaborate with conservation organizations to establish protected areas and promote habitat restoration initiatives.

7.1.6. Objective 6: Sustainable Sand and Gravel Mining

Establish and enforce responsible sand and gravel extraction practices to protect natural ecosystems and ensure long-term resource availability.

- Develop and implement Sand and Gravel Mining Regulations currently under preparation for gazetting, to govern extraction activities within municipal jurisdiction.
- Ensure that sand and gravel mining operations are subject to environmental impact assessments (EIAs), operational plans, and site rehabilitation measures aligned with sustainable land use principles.
- Monitor and control extraction activities to prevent environmental degradation such as habitat destruction, erosion, and water pollution.
- Engage with stakeholders, including operators, the community, and regulators, to promote compliance, education, and transparent reporting.



7.1.7. Objective 7: Efficient Resource Allocation

Allocate resources effectively based on priorities identified in the Environmental Management Policy.

Regularly assess resource allocation strategies and adjust ensure optimal use and equitable distribution.

7.2. Benefits of Effective Resource Management

1. Sustainability

Responsible resource management ensures the long-term availability of essential resources, supporting sustainability.

2. Environmental Conservation

Efficient resource utilization minimizes environmental impacts and reduces the depletion of natural resources.

3. Cost Savings

Energy and resource efficiency measures lead to cost savings for the council and the community.

4. Community Well-being

Well-managed resources contribute to a high quality of life for residents by enhancing environmental conditions and aesthetics.

5. Resilience

Sustainable resource management enhances the town's resilience to environmental challenges and changes.

8. CLIMATE CHANGE ADAPTATION AND MITIGATION

By establishing clear objectives for climate change adaptation and mitigation, the Swakopmund Council demonstrates its commitment to building a resilient and sustainable city that takes proactive measures to address the challenges posed by climate change. This section of the policy emphasizes the importance of both preparing for climate impacts and contributing to global efforts to reduce greenhouse gas emissions.

8.1. Objectives for Climate Change Adaptation and Mitigation

8.1.1. Objective 1: Climate Resilient Infrastructure

Incorporate climate-resilient design principles into the planning and construction of municipal infrastructure projects.



Identify vulnerable areas prone to climate-related impacts and develop strategies to protect critical infrastructure.

8.1.2. Objective 2: Carbon Emissions Reduction

Implement initiatives to reduce carbon emissions from municipal operations and activities.

Develop and promote the use of clean energy sources, energy-efficient technologies, and sustainable transportation options.

8.1.3. Objective 3: Climate-Ready Urban Planning

Integrate climate considerations into urban planning and zoning regulations to accommodate changing climate conditions.

Promote green spaces, sustainable drainage systems, and energy-efficient buildings to enhance climate resilience.

8.1.4. Objective 4: Public Awareness and Education

Raise public awareness about climate change impacts and the importance of individual and collective actions.

Provide educational materials, workshops, and campaigns to empower residents to adopt climate-friendly behaviours.

8.1.5. Objective 5: Adaptation Strategies for Vulnerable Communities

Develop and implement climate adaptation strategies to protect vulnerable communities from the impacts of climate change.

Collaborate with local organizations and stakeholders to ensure equitable access to adaptation measures and resources.

8.1.6. Objective 6: Monitoring and Reporting

Establish a comprehensive climate monitoring system to track climate indicators and assess the effectiveness of adaptation and mitigation measures.

Regularly report progress on emissions reduction, adaptation efforts, and climate-related projects to stakeholders and the public.

8.2. Benefits of Climate Change Adaptation and Mitigation

1. Resilience

Climate change adaptation strategies enhance the city's resilience to climate-related impacts, such as extreme weather events and sea-level rise.

2. Environmental Protection

initiatives contribute to creating a community that values and actively participates in environmental conservation.

10.1. Objectives for Environmental Education and Awareness

10.1.1. Objective 1: Curriculum Integration

Collaborate with local schools and educational institutions to integrate environmental topics into curricula at various educational levels.

Develop educational materials and resources that align with national curriculum standards.

10.1.2. Objective 2: Public Awareness Campaigns

Launch targeted public awareness campaigns to raise understanding about environmental issues, conservation practices, and sustainable living.

Utilize various communication channels, including social media, workshops, and community events.

10.1.3. Objective 3: Community Workshops and Training

Organize workshops, seminars, and training sessions to provide residents with practical knowledge and skills for sustainable living.

Cover topics such as waste reduction, energy efficiency, water conservation, and biodiversity protection.

10.1.4. Objective 4: Environmental Youth Programs

Establish youth-focused programs that engage young people in environmental conservation activities, fostering a sense of environmental responsibility from an early age.

Organize nature camps, environmental competitions, and eco-clubs in collaboration with schools.

10.1.5. Objective 5: Partnerships with NGOs and Experts

Collaborate with local environmental NGOs, experts, and practitioners to develop and implement effective educational initiatives.

Leverage the expertise of partners to enhance the quality and impact of environmental education programs.



10.1.6. Objective 6: Continuous Monitoring and Evaluation

Regularly assess the effectiveness of environmental education initiatives through feedback, surveys, and evaluation metrics.

Use the feedback to make improvements and adapt strategies based on the needs of the community.

10.2. Benefits of Environmental Education and Awareness

1. Informed Decision-Making

Educated individuals are more likely to make informed and responsible decisions regarding environmental issues.

2. Behavioural Change

Environmental education promotes sustainable behaviour changes, such as reduced waste generation and energy conservation.

3. Community Engagement

Educational initiatives foster a sense of community involvement and responsibility for environmental conservation.

4. Future Leaders

Youth engagement in environmental education nurtures a generation of environmentally conscious leaders.

5. Long-Term Impact

Well-informed communities contribute to the long-term success of environmental policies and initiatives.

11. MONITORING AND REPORTING

By setting clear objectives for monitoring and reporting, the Swakopmund Council ensures that the environmental management efforts are evaluated systematically, progress is communicated effectively, and actions are taken to continuously improve sustainability practices.

This section of the policy underscores the council's commitment to transparency and responsible environmental governance.

11.1. Objectives for Monitoring and Reporting

11.1.1. Objective 1: Establish Monitoring Indicators

Develop a set of key performance indicators (KPIs) that align with the objectives of the Environmental Management Policy.

Identify indicators for each focus area, such as waste reduction, emissions reduction, biodiversity conservation, and more.

11.1.2. Objective 2: Data Collection and Analysis

Regularly collect and analyse data related to the identified indicators to assess the progress of initiatives.

Ensure data accuracy, reliability, and consistency through proper collection methods and tools.

11.1.3. Objective 3: Periodic Environmental Audits

Conduct periodic environmental audits to comprehensively review the implementation of the policy's objectives.

Evaluate the effectiveness of strategies, measure outcomes, and identify areas for improvement.

11.1.4. Objective 4: Annual Reporting

Produce annual environmental reports that provide a comprehensive overview of progress, achievements, challenges, and future.

Share the reports with stakeholders, including the public, government agencies, and partner organizations.

11.1.5. Objective 5: Transparent Communication

Communicate monitoring results and progress updates transparently to foster accountability and build trust with stakeholders.

Provide accessible information through various communication channels, such as websites, public meetings, and social media.

11.1.6. Objective 6: Continuous Improvement

Use monitoring and reporting data to identify areas where strategies can be refined, and goals can be better achieved.

Regularly review and update the policy based on lessons learned and emerging environmental priorities.



11.2. Benefits of Monitoring and Reporting

1. Evidence - Based Decision-Making

Monitoring data provides a factual basis for evaluating the success of initiatives and making informed decisions.

2. Accountability

Transparent reporting demonstrates the council's commitment to its environmental goals and holds it accountable to stakeholders.

3. Performance Evaluation

Monitoring allows the council to assess the effectiveness of strategies and adjust them as needed.

4. Engagement

Regular reporting engages the public, stakeholders, and organizations in the progress of environmental initiatives.

5. Continuous Improvement

Data-driven insights from monitoring lead to the refinement of strategies and the enhancement of future projects.

12. REVIEW AND CONTINUOUS IMPROVEMENT

By setting clear objectives for review and continuous improvement, the Swakopmund Council underscores its commitment to maintaining a dynamic and effective Environmental Management Policy.

This section emphasizes the council's dedication to staying current with environmental challenges and working collaboratively to refine strategies and actions.

12.1. Objectives for Review and Continuous Improvement

12.1.1. Objective 1: Periodic Policy Review

Conduct regular reviews of the Environmental Management Policy to assess its effectiveness and relevance.

Evaluate the policy's alignment with emerging environmental trends, best practices, and changing community needs.

12.1.2. Objective 2: Stakeholder Feedback Integration



Policy updates based on feedback and lessons learned encourage innovative approaches.

4. Community Ownership

Engaging stakeholders fosters a sense of ownership and shared responsibility for the policy's success.

5. Longevity

Policies that undergo regular review are more likely to remain impactful and sustainable over time.

13. BUDGET AND RESOURCE ALLOCATION

By setting clear objectives for budget and resource allocation, the Swakopmund Council demonstrates its commitment to providing the necessary financial and human resources to effectively implement the Environmental Management Policy.

This section of the policy underscores the importance of securing the means to transform policy goals into tangible and meaningful actions.

13.1. Objectives for Budget and Resource Allocation

13.1.1. Objective 1: Dedicated Environmental Budget

Establish a dedicated budget for environmental management initiatives, including staffing, projects, and awareness campaigns.

Ensure that the allocated funds are proportional to the scope and importance of the policy's objectives.

13.1.2. Objective 2: Resource Allocation Prioritization

Prioritize resource allocation to focus on key areas identified in the policy, such as waste reduction, emissions reduction, and biodiversity conservation.

Allocate resources based on the urgency, significance, and potential impact of each initiative.

13.1.3. Objective 3: Public and Private Partnerships

Explore partnerships with private sector entities, NGOs, and external funders to supplement available resources.



Collaborate with organizations that share the same environmental goals and can contribute funding or expertise.

13.1.4. Objective 4: Capacity Building and Training

Allocate resources for capacity-building initiatives, training programs, and workshops to enhance the skills and knowledge of staff involved in environmental management.

13.1.5. Objective 5: Research and Innovation

Allocate funds for research projects and innovation that contribute to the development of sustainable solutions and practices.

Support initiatives that explore new technologies, best practices, and novel approaches to environmental challenges.

13.1.6. Objective 6: Transparent Financial Reporting

Ensure transparent reporting on the allocation and utilization of funds designated for environmental management.

Provide regular updates to stakeholders and the public on how allocated resources are being utilized.

13.1.7. Benefits of Budget and Resource Allocation

1. Effective Implementation

Sufficient resources ensure that initiatives are executed effectively and efficiently.

2. Accountability

Transparent financial reporting demonstrates responsible use of allocated resources.

3. Innovation

Adequate funding supports research and innovation in sustainability practices.

4. Stakeholder Confidence

Proper resource allocation builds trust and confidence among stakeholders and the public.

5. Long-Term Impact

Continued funding sustains the policy's impact over time and enables the achievement of long-term goals.



14. COMPLIANCE AND ENFORCEMENT

The Swakopmund Council emphasizes its commitment to upholding the standards and measures outlined in the Environmental Management Policy.

This section underscores the council's dedication to creating a culture of responsibility and accountability for sustainable environmental practices within the community.

14.1. Objectives for Compliance and Enforcement

14.1.1. Objective 1: Clear Regulatory Framework

Develop clear regulations and guidelines that detail the requirements and expectations outlined in the policy.

Establish a comprehensive framework that provides legal clarity for compliance.

14.1.2. Objective 2: Monitoring and Inspection

Implement a robust monitoring and inspection system to track compliance with policy measures and regulations.

Conduct regular audits to ensure that initiatives are being carried out as intended.

14.1.3. Objective 3: Reporting Mechanisms

Establish channels for reporting potential violations, concerns, or non-compliance from the community and stakeholders.

Ensure that these channels are easily accessible and well-publicized.

14.1.4. Objective 4: Graduated Enforcement Measures

Implement a range of enforcement measures that are commensurate with the level of non-compliance, including warnings, fines, and penalties.

Apply enforcement measures consistently and fairly to all violators.

14.1.5. Objective 5: Collaboration with Authorities

Collaborate with relevant government agencies, law enforcement, and environmental regulators to ensure effective enforcement.

Coordinate efforts to address cross-cutting environmental issues that require multi-agency involvement.

14.1.6. Objective 6: Public Awareness on Compliance



engagement, this policy outlines a clear and strategic path forward. It not only reflects the

POLICY IMPLEMENTATION PLAN



SWAKOPMUND
M U N I C I P A L I T Y

**ENVIRONMENTAL MANAGEMENT POLICY
IMPLEMENTATION PLAN
2025 - 2030**



Swakopmund Municipality
Engineering & Planning Department
Environmental Management
Tel: 064 – 4104438

Waste Reduction & Recycling	Install community recycling bins in various locations	Solid Waste Management Section	Q2 2027	40% increase in recycling volumes	Low participation. Mitigate with campaigns
Sand & Gravel Mining	Finalize and Gazette Regulations	Environmental Management Office	Q4 2025	Regulations gazetted & in force	Delays at national level. Proactive follow-up
Water Efficiency	Audit water usage at all municipal buildings	Water and Sewer Division	Q1 2027	20% reduction by 2027	Equipment delays and source locally if needed
Biodiversity Protection	Identify and designate urban conservation zones	Town Planning and Environmental Management Office	Q3 2027	Zones legally designated	Resistance and engage community early
Climate Awareness	Host quarterly climate education workshops in all suburbs	Environmental Management Office and Marketing and Communication Office	Ongoing	4 workshops per year starting in 2026	Low attendance. Link to other events
Air Quality Management	Establish air pollution monitoring stations at key hotspots	Environmental Management Office and Health Services Section	Q2 2026	Annual air quality index published	High setup costs, Partner with MoHSS/NRA
Coastal Erosion Protection	Conduct beach erosion risk mapping & install protective measures	Environmental Management Office and Design and Building Division	Q3 2027	2 erosion prone sites stabilized	Delays in procurement phase and implementation

4. Monitoring and Evaluation Framework

- (a) A Baseline Environmental Audit will be conducted to be used as reference
- (b) Reporting: Quarterly internal reports and annual public reports all reports submitted to Council for approval.
- (c) An Environmental Management Committee will be established to conduct evaluations quarterly.
- (d) Indicators: Based on SMART objectives in the policy.



throughout the implementation period to ensure responsiveness to emerging challenges and opportunities.

As the 2030 target year approaches, a comprehensive impact assessment will be conducted to determine the extent to which goals have been achieved. This assessment will form the foundation for a revised environmental policy and a new implementation plan beyond 2030. Insights and lessons learned from the 2025–2030 cycle will directly inform the next strategic period, ensuring continuous improvement and long-term sustainability in Swakopmund's environmental governance.

7. Incident Reports

- Online complaint/reporting form
- Logs or summaries of recorded environmental incidents
- Enforcement or resolution outcomes
- Coastal damage or illegal dumping tracking

8. Environmental Projects and Initiatives

- Highlights of municipal projects (e.g., dune rehabilitation, tree planting)
- Community clean-up events
- Green belt development updates
- Photo gallery or "project of the month"
- NGO or youth partnership stories

9. Contact & Feedback

- Contact info for the General Manager Engineering & Planning Office
- Contact info for the Environmental Management Office
- Online feedback form
- Link to "Complaints and Comments"
- Invitation to participate in clean-up days or public events

- Sand and Gravel Mining Regulations (soon to be gazetted)
- Seashore Ordinance No. 37 of 1958
- Draft pollution or land-use regulations
- Waste Management Policy
- Environmental Management Regulations (to be developed)

4. Permits

- Guide to when and where permits are required
- Application forms (PDF/downloadable or online)
- List of currently approved permits (if appropriate)
- Departmental contacts for permit-related queries

5. Environmental Impact Assessments (EIAs)

- EIA and EMP public notices
- List of active ECCs (Environmental Clearance Certificates)
- EIA summary reports (downloadable)
- Compliance monitoring updates

6. Audit Reports

- Internal audit summaries
- Corrective actions or compliance gaps
- Annual Environmental Performance Reports
- Dashboard preview (if digital tracking begins)

11.1.2

APPLICATION BY MR & MRS MCNAB TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2176, MATUTURA, EXTENSION 10

(C/M 2025/10/30 - E 2176 M)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.2** page **58** refers.**A. This item was submitted to the Management Committee for consideration:****1. PURPOSE**

The purpose of this submission is to obtain Council approval to allow Mr and Mrs McNab to sell Erf 2176, Extension 10, Matutura, to a third party via a simultaneous transfer. However, the property is not yet registered in Mr and Mrs McNab's names.

2. INTRODUCTION

This submission requests Council's consideration to waive the pre-emptive right over Erf 2176, Extension 10, Matutura.

As required by Clause 2.3.1 of the tripartite agreement (**Annexure "A"**), Mr and Mrs McNab have formally offered to sell the property back to Council as per their letter dated **06 May 2025 (Annexure "B")**. Given that Council is not able to purchase the property, the McNabs are now seeking permission to proceed with the sale to a third party, Mr Uiseb and Mrs Uises.

Mr & Mrs McNab's decision to sell is driven by significant financial hardship caused by a period of unemployment, unforeseen medical expenses, and the costs of their son's education at NIMT. These circumstances have made it financially unsustainable for them to retain the property.

3. BACKGROUND

During 2018, Erf 2176, Extension 10, Matutura was allocated to Mr. and Mrs. McNab. The Tripartite agreement was signed on **23 September 2020** by the last party, Council.

The donation of Erf 2176, Extension 10, Matutura, is regulated by a Tripartite Agreement (**Annexure "A"**) involving Council, NHE, and Mr. and Mrs. McNab. Council sent transfer instructions in September 2020, and although transfer costs have been paid, the property is still not yet registered in Mr. & Mrs. McNab's names due to administrative delays.

Mr and Mrs McNab first requested a waiver of the pre-emptive right in a letter dated **6 May 2025 (Annexure "B")**. They were subsequently advised that, as per Clause 2.3.1 of their agreement, the property must first be formally offered to Council. In compliance with this requirement, they submitted a second letter on **19 September 2025 (Annexure "C")**, offering the property to Council for sale.

Since Council is unable to purchase the property, the couple is now requesting permission to sell to a third party who meets all stipulated criteria. This ensures that the process aligns with legal requirements while still addressing Mr & Mrs McNab's pressing circumstances.

4. **CURRENT SITUATION**

As detailed in their letter dated **6 May 2025**, Mr & Mrs McNab are facing significant financial challenges that necessitate the sale of the property. When the house was initially allocated, Mrs McNab was not employed, and the family was reliant on a single income, which severely impacted their income. Although both Mr & Mrs McNab are now working, their financial strain persists due to several factors that make it financially unsustainable to retain the property.

Their son's medical condition has led to high medical costs and the need for expensive food daily due to a strict diet. Additionally, they are paying for their son's education at NIMT. While a letter from their son's doctor and their payment history to NIMT are not attached due to confidentiality, these documents are on file to substantiate their financial difficulties.

NHE has already granted consent on **10 February 2025 (Annexure "D")** for Mr & Mrs McNab to sell the property, and only Council's consent is now required. The prospective buyers meet all established criteria: they reside in Swakopmund, are first-time homeowners, have obtained a bank pre-approval, are on the Master Waiting List, and applied for housing in 2013 with the Municipality and with NHE in 2017 (**Annexure "E"**).

Mr & Mrs McNab are aware of the pre-emptive right clause in the tripartite agreement, which makes it difficult to sell the property. Due to their current financial situation, they are requesting that Council permit them to sell Erf 2176, Ext 10, Matutura, to Mr Manfred Hermanus Uiseb & Mrs Benina Daphne Uises to ease their financial situation.

5. **PRE-EMPTIVE RIGHT**

As per Deed of Donation signed on **23 September 2020 (Annexure "A")** and entered into by Council, Mr & Mrs McNab and NHE, the erf is subjected to the following condition, under clause 2.3.1:

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

Therefore, the purchaser is not allowed to sell the property to a third party before the 10 years lapse or, unless it is first offered back to Council.

6. **PREVIOUS RESOLUTIONS FOR SIMILAR CASES**

The following are resolutions for similar requests that were passed by Council.

- 6.1 On **29 April 2025**, under item 11.1.25: **APPLICATION BY MS L MWESHINDANGE FOR WAIVER OF THE PRE-EMPTIVE RIGHT OVER ERF 2077, MATUTURA, EXTENSION 10** was resolved as follows:

(a) *That Council approves the application of Ms Loide N Mwashindange by waiving the 10-year restriction over Erf 2077, Matutura, Extension 10, to sell the said erf to Ms Elina N Titus.*

(b)

- (c) That Ministerial consent be obtained to allow Ms Mwashindange to sell Erf 2077, Matutura, Extension 10, to the third party, Ms Titus.
- (d) That Ms Mwashindange be informed that she no longer qualifies for allocation of an erf under the low-cost housing projects, as she is no longer a first-time property owner."

6.2 On **14 NOVEMBER 2024**, under item 11.1.22: **APPLICATION BY MS A D S GANASES TO WAIVE THE PRE-EMPTIVE RIGHT OF ERF 7693, EXTENSION 28, SWAKOPMUND** was resolved as follows:

- (a) That Council approves to waive the pre-emptive right over Erf 7693, Extension 28, Swakopmund, by allowing Ms Ashley Delecha Sharon Ganases the daughter and executor of the estate of the late Mr John Elvis Gariseb to sell the erf to Mr Nelson Jeremia Korukuve based on an agreement reached between the children, and the reimposition of condition of sale remains in force.

- (b)
- (c)
- (d)
- (e)

- (f) That Council delegates authority to the Chief Executive Officer to cancel the restrictive pre-emptive clause over a property where:

- (i) A beneficiary is deceased, and the heirs agree to sell the property,
- (ii) In instances where a purchaser passed on and the executor requested to sell to a 3rd party,
- (iii) The restrictive clause be reimposed on the new owner.

This delegation of authority is to avoid similar cases being submitted to the Council continuously or on every such occasion.

6.3 On **08 OCTOBER 2024**, under item 11.1.12: **APPLICATION BY MR PATRICK VIHANGA FOR WAIVER OF THE PRE-EMPTIVE RIGHT OVER ERF 7688, SWAKOPMUND, EXTENSION 28** was resolved as follows:

- (a) That That Council waives the 10-year restriction over Erf 7688 Swakopmund, Extension 28, to allow Mr Vihanga to sell the said erf to Mr and Mrs Kativa.
- (b)
- (c) That Ministerial consent be obtained to allow Mr. Vihanga to sell Erf 7688, Swakopmund, Extension 28, to the third party, Mr. and Mrs. Kativa
- (d) That Mr Vihanga be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.

7. **DISCUSSION**

Despite paying a portion of their loan (**Annexure "F"**) and having been residing on the property since 2020, the transfer of ownership has been delayed. Their detailed letter outlines the severe financial strain they are

facing due to unforeseen medical expenses, a period of unemployment, and the ongoing costs of their son's education at NIMT.

The current financial constraints of Mr & Mrs McNab align with the precedents set by Council in similar applications where financial hardship or inability to develop/sustain the property were approved as valid reasons for waiving the pre-emptive right. Furthermore, the prospective buyers meet all stipulated criteria, including being on the Master Waiting List (**Annexure "E"**), which directly supports Council's objective of addressing the demand for residential land and ensuring that properties are acquired by eligible first-time homeowners.

To expedite the process and acknowledge the prolonged delay in registration, we propose a simultaneous transfer of the property: from Council to Mr & Mrs McNab, and then directly to the new buyers, Mr Uiseb & Mrs Uises. The transfer attorneys involved are in support of this simultaneous transfer, which will streamline the process. The fact that Mr & Mrs McNab have been occupying the property for 4-5 years and have been consistently paying their loan to NHE should also be given significant weight. NHE has already given its consent for the sale (**Annexure "D"**). It should be noted that the couple kept their rates and taxes account up to date since 2019, when the property was allocated to them as per **Annexure "G"**.

Allowing the sale will not only alleviate the financial burden on Mr & Mrs McNab but also facilitate the allocation of the property to another deserving first-time homeowner from the Master Waiting List (Mr Uiseb & Mrs Uises). As per the tripartite agreement under clause 2.3.1, it states that if Council or NHE does not wish to buy the property, the sale to a third party should be permitted.

The Third-Party Criteria	Do They Comply
1. <i>He or she must be on the Master Waiting List</i>	Yes
2. <i>Must reside in Swakopmund</i>	Yes
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$6,000.00 or more</i>	Yes

According to the proof attached as **Annexure "E"**, Mr Uiseb & Mrs Uises meet the abovementioned criteria.

8. **PROPOSAL**

It is therefore proposed that Council exercise its discretion to waive the pre-emptive right over **Erf 2176, Matutura**, to enable Mr & Mrs McNab to sell the said erf to the identified third party, through a simultaneous transfer process. It is further proposed that Mr. and Mrs. McNab be informed that they no longer qualify for the allocation of an erf under low-cost housing projects, as they will no longer be first-time property owners after this sale. It is further proposed that an article be published, inviting homeowners to follow up on their property transfer.

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

RECOMMENDED:

- (a) That Council waives the pre-emptive right over Erf 2176, Matutura, Extension 10, enabling Mr and Mrs McNab to sell the erf to Mr Uiseb and Mrs Uises (who meet the eligible criteria) through a simultaneous transfer.
 - (b) That Council acknowledges the signed consent from NHE attached as Annexure "D"(on file).
 - (c) That ENS Africa be informed to submit consent to waive the pre-emptive right over erf 2176, Extension 10, Matutura, to be signed by Council.
 - (d) That Council approves the publishing of an advert to invite low-cost homeowners to follow up on their property transfer, to avoid similar cases from happening.
 - (e) That Mr & Mrs McNab be informed that they no longer qualify for allocation of an erf under the low-cost housing projects, as they will no longer be first-time property owners after the sale.
-

DONATION TRANSFER ATTENDED BY ENSAFRICA NAMIBIA (INCORPORATED AS LORENTZANGULA INC)

**SWAKOPMUND MASS HOUSING DEVELOPMENT PROGRAM
TRIPARTY CONDITIONAL DONATION OF IMMOVABLE PROPERTY
ENTERED INTO BY AND BETWEEN**

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the Council")

and herein represented by **ALFEUS BENJAMIN**
in his capacity as Chief Executive Officer

and by

ERIKKIE SHITANA and/or **KLEOPHAS JASON NGWENA**
in his capacity as the Chairperson and/or Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	RIAAN JOHN McNAB		
Namibian Identity No:	780930 0003 8		
Residential Address:	ERF NO. 2178 MATUTURA (EXTENSION NO. 10)		
Postal Address:	PO BOX 3713 VINETA, SWAKOPMUND		
Place of Work:			
Telephone No:	Work:	081 233 1001 // 081 251 4180	
Marital Status:	MARRIED: <input checked="" type="checkbox"/>	UNMARRIED: <input type="checkbox"/>	
	and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:		
	Full Name/s & Surname of Spouse:	RUTH McNAB	
	Namibian ID No of Spouse:	780902 1056 6	
	Spouse's Tel No:	Work:	Mobile:
	Place of Work:	18 SEPTEMBER 2004	
Date of Marriage:	Place of Marriage:	WINDHOEK	

(collectively hereinafter referred to as "the Beneficiary")

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

Swakopmund Mass Housing Development Program
20190411 Standard Deed of Donation

Handwritten signatures and initials:
 - Top right: A large handwritten 'X' or 'A' with a checkmark.
 - Middle right: A circular stamp or signature.
 - Bottom right: 'OB' and 'R' initials.
 - Middle left: 'EJ' and 'TR' initials.
 - Bottom left: 'AM' initials.

and herein represented by
DONALD TJKUNE
 in his capacity as Regional Manager: West Coast

AND/OR

VIRGINIA TJITEMISA
 In her capacity as Acting Regional Manager: West Coast

INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10.5.16/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties to enable the beneficiaries to become the owners of properties serving as their primary residences.
- B. In terms of the Mass Housing Development Program, the Council makes available suitable land, against no costs to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land, where applicable.
- C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:
- C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;
 - C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE of the costs for the development and construction of the dwellings;
 - C3. enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.
- D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.
- E. The Beneficiary applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.

Swakopmund Mass Housing Development Program
 20190411 Standard Deed of Donation

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 TM RP

- F. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

1. DONATION OF PROPERTY

- 1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

**CERTAIN: ERF NO. 2176 MATUTURA
(EXTENSION NO. 10)**

**SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION**

MEASURING: 317 (THREE ONE SEVEN) SQUARE METERS

HELD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4502/2018

(hereinafter referred to as "the Property").

- 1.2 The Property is donated to the Beneficiary and his/her spouse if they married in community of property or to the Beneficiary and his/her spouse where the Property was allocated to both spouses as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.
- 1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

- 2.1 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.
- 2.2 Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.
- 2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the

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to

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Property:

2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.

2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:

(a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;

(b) the Beneficiary shall not be entitled to rent out the Property or any portion

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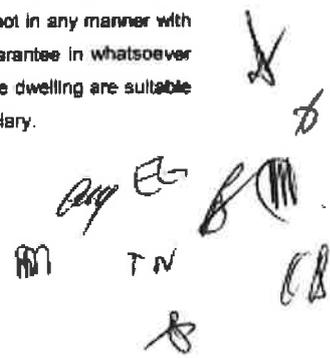
AM TW B CA

thereof;

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

3. CONSTRUCTION OF THE RESIDENTIAL DWELLING

- 3.1 The NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the Registration Date, upon the receipt of which the NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.



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4. PAYMENT OF THE CONSTRUCTION COSTS

- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by the NHE, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon; plus the costs to effect transfer of the Property and to register a bond as referred to in clause 7 below, shall collectively be referred to herein as "the construction costs". The construction costs payable for the Property is the amount as indicated in annexure "A" hereto, **N\$510 350.00 (FIVE HUNDRED AND TEN THOUSAND THREE HUNDRED AND FIFTY NAMIBIA DOLLARS)**.
- 4.2 The Beneficiary shall pay the construction costs as follows:
- 4.2.1 the costs to procure the registration of transfer and the bond, if any, as referred to in clause 7 below, shall be paid to the attending conveyancers upon their demand;
- 4.2.2 the remaining amount of the construction costs shall be payable to the NHE without deduction or set-off and free of any banking charges:
- (a) on the Registration Date, where the Beneficiary has secured a loan thereto; or
- (b) by means of instalments, where the NHE has agreed thereto,
- and as further recorded in annexure "A" hereto.
- 4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.
- 4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at a registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".
- 4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.
- 4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's

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attorneys, secure the payment of the construction costs by means of delivering to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration of the construction costs.

5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

- 5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.
- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the Registration Date.
- 5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession or the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.
- 5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. ALLOCATION CRITERIA

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".
- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.

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- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information so supplied and as the Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.
- 6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:
- 6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;
- 6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;
- 6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;
- 6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;
- 6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;

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- 6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;
- 6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.
- 6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.
- 7. TRANSFER AND BOND REGISTRATION**
- 7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.
- 7.2 Transfer shall furthermore not be given, unless:
- 7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;
- 7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;
- 7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.
- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly instalments, which repayment terms, in that event, are to be

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summarized in writing and attached to this agreement.

- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.
- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of the NHE shall be effected by the NHE's conveyancers.
- 7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by the NHE's conveyancers.
- 7.7 All reasonable costs, legal expenses and monies due in ~~in~~ the registration of transfer of the Property and the registration of a bond to finance this transaction, including the transfer fees, stamp duty, transfer duty and any other related fees and expenses, if any, as well as the costs of preparing this agreement and any other legal costs related thereto, are included in the construction costs and shall be payable by the Beneficiary.
- 7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 The parties record that this agreement supersedes and replaces all previous negotiations, agreements or other arrangements, whether recorded in writing or otherwise pertaining to the Beneficiary acquiring ownership of the Property, which are hereby cancelled; save for the lease, where applicable, agreed to by the NHE and the Beneficiary, in terms of which the Beneficiary may occupy the Property.
- 8.3 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

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- Other illegible initials and marks.

8.4 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

9. BREACH

9.1 In the event of:

9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach within 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

9.1.2 the Beneficiary failing to make payment of his/her monthly instalments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately,

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law.

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting

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party, on a scale as between attorney and own client.

10. GENERAL

- 10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.
- 10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.
- 10.3 This agreement shall be binding on the Beneficiary's successors in title.
- 10.4 The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in clause 2.3.1 above.
- 10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:

10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which the NHE was unable to recover from the Beneficiary in terms hereof; and

10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:

11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement

11.1.2 the Council: The Municipal Office Complex
Rakeloka Street Swakopmund

Handwritten signatures and initials: AM, TV, EG, B, OK, and a circular stamp.

P.O. Box 63, Swakopmund

11.1.3 the NHE: No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20182, Windhoek

- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.
- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

12. JURISDICTION OF THE COURTS

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.

Handwritten signatures and initials:

AM TN EG AB

Thus done and signed by the COUNCIL at Swakopmund on the 23 day of September 2022.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
CHIEF EXECUTIVE OFFICER
[Signature]
CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the NHE at Walvis Bay on the 14 day of September 2022.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
FOR THE NATIONAL HOUSING ENTERPRISE

Thus done and signed by the BENEFICIARY at Swakopmund on the 20 day of August 2022.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
THE BENEFICIARY
[Signature]
SPOUSE OF THE BENEFICIARY

Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to the NHE shall be the sum of:

N\$510 350.00 (FIVE HUNDRED AND TEN THOUSAND THREE HUNDRED AND FIFTY NAMIBIA DOLLARS),

Payment of the construction costs by means of instalments (if applicable)

In the event of the construction costs being payable to the NHE by means of monthly instalments, the following shall apply:

1. The construction costs shall be payable in monthly instalments of no less than N\$183.63 per month over the period of years.
2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:
 - Capital Repayment: N\$
 - Interest Repayment: N\$
 - Short Term Insurance Premium: N\$
 - Life Insurance Premium: N\$
3. The Beneficiary shall commence with the repayment of the construction costs in monthly instalments, as from the first day of the calendar month following the Registration Date.
4. The unpaid portion of the construction costs shall attract interest at the rate of 9.5% per annum, calculated and capitalized monthly in arrears as from the date of registration.
5. The instalments shall be paid at the offices of the NHE or by payment into the NHE's bank account nominated for this purpose, with each payment clearly reflecting the NHE's reference number, namely 2176

Currently, the bank account nominated for this purpose is:

Handwritten signatures and initials:

- EG
- ay
- TM
- PM
- Handwritten initials: J, B, M, A, S

Account Holder:

Bank Name:

Branch Name:

Branch Number:

Account Number:

6. The Beneficiary shall be entitled to repay the full outstanding balance of the construction costs at any time.
7. The payment of the construction costs shall be secured by the registration of a first mortgage bond over the Property in favour of the NHE on the NHE's customary terms and conditions. The mortgage bond shall be registered by the NHE's conveyancers at the cost of the NHE.
8. Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Beneficiary failing to pay the monthly installments referred to herein on the due date thereof, notwithstanding any previous acceptance or previous waiver by the NHE, the full outstanding balance of the construction costs shall then immediately become due and payable to the NHE.

Swakopmund Mass Housing Development Program
 20190411 Standard Deed of Donation

[Handwritten signatures and initials]

EG
 TIV
 AM
 B
 OR

Annexure B1 to agreement

SWORN DECLARATION THE BENEFICIARY UNDER MASS HOUSING DEVELOPMENT SCHEME

(The Beneficiary and his/her spouse must each make a separate declaration.)

I, the undersigned,

Full Names and Surname of Beneficiary:	<u>RIAAN JOHN McNAB</u>
Namibian ID Number:	<u>780930 0003 8</u>
Full Name and Surname of Spouse:	<u>RUTH McNAB</u>
Namibian ID Number of Spouse:	<u>790902 1055 5</u>

hereby states the following:

1. My full names and surname(s); identity number(s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the Property I intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration. I am a Namibian citizen. I am married unmarried in a permanent live-in relationship with a life partner
(*mark with a ✓ whichever is applicable)
5. Neither me, nor my spouse have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not acquire the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this statement and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.


.....
Signature of Beneficiary

Annexure B2 to agreement

**SWORN DECLARATION BY BENEFICIARY OR SPOUSE OF BENEFICIARY OF
PROPERTY IN MASS HOUSING DEVELOPMENT SCHEME**

(This declaration is to be made by a Beneficiary or by the spouse of the Beneficiary.)

I, the undersigned,

Full Names and Surname:	RUTH McNAB
Namibian ID Number:	790902 1055 5
Full Name and Surname of Spouse:	RIAN JOHN McNAB
Namibian ID Number of Spouse:	780930 0003 8

hereby state the following facts under oath:

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. My spouse, as referred to above, applied for and intend to acquire immovable property from the Swakopmund Municipality, as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me or my spouse to forfeit the Property he/she/we intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration. I am a Namibian citizen. I am married unmarried in a permanent live-in-relationship with a life-partner
(*mark with a ✓ whichever is applicable)
5. Neither me, nor my spouse, have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I take part in the acquisition of the Property to serve as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not take part in the acquisition of the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this statement and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.



Signature of Spouse of Beneficiary

ANNEXURE "B"

06 May 2025

Dear Sir/Madam

Hope you are well.

Herewith , please find the letter regarding the reasons why we need to sell the following house, NHE no.2176 Matatura.

1. We have our son studying at Nent which we are paying cash due to no bursary or study policy.
2. Our last born has a skin condition, he has been diagnosed with Psoriasis and Eczema since birth and needs a lot of medicine and having a strict dietary plan he needs to follow. Most of his chronic medicine is very expensive and even some of it is not covered by our medical aid fund. The types of food he needs to eat daily is also very expensive .
3. During the time we had the house , I did not work for 2 years , and all our expenses just became a burden on us because of no extra income from my side (Mrs Ruth) and everything had to be carried with one salary. We are still trying to recover due to loss of income for that 2 year period .

All this is putting a lot of financial strain on us , therefore we both made the decision to sell the house .

We paid the monthly payments /installments to NHE for 5 years, but not on the erf that we have to pay for 10 years.

We humbly ask to please consider our plea , seeing that WE DO NOT HAVE any other option.

Kind regards,

Mr Ripan J McNab



Mrs Ruth McNab



ANNEXURE " C "

19 September 2025

Municipality of Swakopmund

P.O. Box 53

Swakopmund

Dear Sir/Madam,

We would hereby like to make a formal offer of our property , NHE House Erf 2176 Matatura.

Selling price N\$600,000.00.

Previous documents submitted regarding the sale of property also indicates that we do have a Bank approved buyer which is also on the NHE waiting list. NHE already gave the waiver to proceed with the deal.

Thanking you in advance.

Kind regards,



Mr Kiaan McNab

0812531001



Mrs Ruth McNab

0812514188

ANNEXURE "D"

Prepared by me.

CONVEYANCER

CONSENT

I, the undersigned,

JOSEFINE NEKONGO

in my capacity as the Manager LEGAL SERVICES, COMPLIANCE & RISK//COMPANY SECRETARY
and as such the duly authorized agent of the NATIONAL HOUSING ENTERPRISE constituted under
National Housing Enterprise Act 5 of 1993,

DO HEREBY CONSENT:

To the transfer of

CERTAIN : ERF NO. 2178 MATUTURA (EXTENSION NO. 10)
SITUATE : IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION
MEASURING : 317 (THREE ONE SEVEN) SQUARE METRES
HELD BY : DEED OF TRANSFER NO. T.

From:

RIAAAN JOHN McNAB
Identity Number 780930 0003 8
And
RUTH McNAB
Identity Number 790902 1066 5
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

To:

MANFRED HERMANUS UISES
Identity Number 900522 0013 2
And
BEMINA DAPHNE UISES
Identity Number 910120 0038 9
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

On condition that the Pre-Emptive condition B created in Deed of Transfer No. T
be carried forward in the Deed of Transfer still to be registered.

SIGNED at Windhoek on this 10 day of February 2025

WITNESSES:-

1.



2.



JOSEFINE NEKONGO

**Waiting List**

Dear Prospective Customer
We hereby would like to acknowledge your application for a house through the National Housing Enterprise.

Personal Details

Surname: Urseb
Identity Number: 90052200132
Gender: male

Firstname: Manfred H.
Family Size: 2
Marital Status: Married

Contact Details

Cell: 0818584611
Tel: 064-462843
Postal Address: P.O. Box 5171 Mondesa Swakopmund

Cell: 0816966417
Email:

Financial Details

Gross Monthly Income: 25000
Collateral: no
Qualifying Amount: 707245,02

Spouse Gross Monthly Income: 0
Subsidy: 0
Employer: cars & guides for hire

<i>Date Applied</i>	<i>Town</i>	<i>Suburb</i>
21/07/2017 12:46:32	Swakopmund	Any

KINDLY NOTE THAT THIS IS ONLY PROOF OF REGISTRATION ON THE WAITING LIST AND DOES NOT AUTOMATICALLY IMPLY THAT YOU WILL GET A HOUSE.

(ISSUED WITHOUT PREJUDICE OF NHE'S RIGHTS)

THANK YOU FOR THE INTEREST SHOWN IN PURCHASING A PROPERTY THROUGH THE NATIONAL HOUSING ENTERPRISE



WITH NORTHERN BANK

Success

SION

UISEB&UISES MH&BD
PO BOX 3312
SWAKOPMUND

Application saved successfully

Date: 04/09/2024
Consultant contact details:
Alicia Shapwa
Alicia.Shapwa@standardbank.com.na

In reply please quote our reference
UISEB&UISES MH&BD

Dear MR UISEB&UISES



RE: HOME LOAN PRE-APPROVAL LETTER

We, Standard Bank Namibia Ltd (the "Bank") refer to your visit to the Bank for a consultation with regards to a home loan pre-approval and wish to advise that based on the information provided by yourself, you qualify for a maximum home loan amount of NAD 615,999.07 (Six Hundred Fifteen Thousand Nine Hundred Ninety-Nine Namibian Dollars and Seven Cents Only).

The monthly repayment will be NAD 7,147.93, at an interest rate of 13.50 %, over the term of 312 months, with the following conditions:

- 1) Home Loan application to be completed and submitted.
- 2) Signed deed of sale to be submitted.
- 3) Credit Bureau ITC Record and financial position remain the same.
- 4) Calculation is done on the current interest rate.
- 5) Recommendation Bond Assurance for approved loan amount to be ceded to the bank.
- 6) Fire Insurance for the replacement amount should be arranged.
- 7) For additional property purchases a higher deposit will be required as per regulation from the Bank of Namibia.
- 8) This letter will be valid for six months from date of issue.
- 9) For Group Scheme applications, 20% collateral is to be obtained.
- 10) Normal Credit Terms and Conditions to apply.
- 11) Full Credit Application, assessment & approval.

We are looking forward to be of further assistance to you subject to the fulfilment of these conditions, other credit criteria and at the discretion of the Bank.

As always, please feel free to contact our office for any information required hereto.

Yours sincerely

Team Leader: Sales Department

11.1.3 **BUILD TOGETHER PROGRAMME: ELECTION OF DECENTRALIZED BUILD TOGETHER COMMITTEE MEMBERS**
(C/M 2025/10/30 - 15/2/1/1)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.3** page **92** refers.

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

1. **PURPOSE**

The purpose of this submission is to request Council approval for the newly elected Decentralised Build Together Committee members, who were elected and whose term of service will run for a period of three (3) years from the date of Ministerial approval.

2. **INTRODUCTION**

In accordance with Section 28 of the National Housing Development Act (Act No. 28 of 2000), the term for the Build Together Committee members concluded on **29 July 2024**, following three years of service. On **09 August 2025**, an election was held at the Multipurpose Centre, in accordance with the National Housing Development Act (Act No. 28 of 2000) and the Build Together Guidelines.

3. **BACKGROUND**

On **29 July 2021**, under item 11.1.3, Council approved the nomination of the previous committee members whose term ended **29 July 2024** as follows:

“(a) That Council approves the extension of the term of office of the following Build Together Beneficiaries of the Decentralised Build Together Committee for a further 3 years:

- *Mr Jesaja Herberth Aibeb*
- *Ms Diana Eises*
- *Ms Janette Fredericks*

“(b) That the following members serve on the Decentralised Build Together Committee for a period of three (3) years:

- *Chief Executive Officer*
- *General Manager: Corporate Service & HC*
- *General Manager: Economic Development Services*
- *General Manager: Engineering and Planning Services*
- *General Manager: Finance*
- *General Manager: Health Services and SWM*
- *One Community Activist*

“(c) That the Management Committee considers approving the extension of the term of the NGO / CBO representatives as identified by NANGOF:

- *Ms M D Booysen*
- *Ms S Simon*
- *Ms H Mauha*

- (d) *That the Ministry of Urban and Rural Development be informed of the decision."*

An email dated **14 April 2022** was received from Mr Thaniseb of the Ministry of Urban and Rural Development requesting the appointment of the Built Together Committee as follows:

- (a) *Reduce the number of the nominated members from the Local Authority. Only include the CEO and three General Managers;*
 (b) *Indicate the Names & Titles of the General Managers and the CEO; and*
 (c) *Indicate the Organisations represented by the NGO's*
 (d) *A member of the Shack Dwellers Federation of Namibia (SDFN)*

The request was tabled to the Council to reduce the number of General Managers serving on the Decentralised Built Together Programme and to indicate the names of the persons representing the non-governmental organisations as per point (c) of the Council's resolution passed on **29 July 2021**, item 11.1.3. A member of the Shack Dwellers Federation of Namibia (SDFN) should also serve on the Committee.

On **24 November 2024** resolved the following was resolved under item 11.1.2 as follows:

- (a) *That the Council resolution of 29 July 2021, item 11.1.3, be amended to read as follows (points (b) and (c)):*
- (b) *That the following members serve on the Decentralised Build Together Committee for a period of three (3) years:*
- *General Manager: Engineering & Planning Services*
 - *General Manager: Corporate Service & Human Capital*
 - *General Manager: Finance*
- (c) *That Council approves the extension of the term of the representatives of the community below:*
- *Ms Marvourneen Daphne Booyesen (Community Activist)*
 - *Ms Sophia Wilhelmina Simon (Community Activist)*
 - *Ms Naftaline Ngataurue Mauha (Community Activist)*
- (b) *That Council approves the representative of the Shack Dwellers Federation of Namibia (SDFN) to serve on the Build Together Committee:*
- *Mr Gerhard Gurirab and the alternate Ms Elizabeth Bronn*
- (c) *That the Ministry of Urban and Rural Development be requested to approve the amendment.*

Invitation letters (**Annexure "A"**), text messages were sent, and telephone calls were made to the 80 primary beneficiaries, along with the next 150 beneficiaries, to participate in the election for the Decentralised Build Together Committee scheduled for **17 May 2025**. However, the election was unsuccessful due to the low attendance.

A second attempt was made with invitation letters (**Annexure "B"**) to the 80 beneficiaries and text messages for an election meeting that was scheduled

for **09 August 2025**. However, attendance was limited, with only 9 individuals from each group present at the event: 11.25 % and 6% respectively.

4. **DISCUSSION**

In accordance with Section 27 (1) of the National Housing Development Act (Act No. 28 of 2000), a Decentralised Build Together Committee (DBTC) shall consist of not fewer than five (5) and not more than ten (10) members. These members must be elected by the inhabitants of the relevant area and officially appointed in writing by the Minister following their election.

The Decentralised Build Together election took place on **09 August 2025** at the Multipurpose Centre.

The 3 members of the Build Together Committee were elected unopposed as follows:

- *Ms Jeanette Frederiks - Chairperson*
- *Mr Esau Petrus Eiaseb - Vice-Chairperson*
- *Ms Diana Tsuses - Secretary*

Only Mr Eiaseb is new on the committee, while Ms Fredericks and Ms Tsuses served on the previous committee and were re-elected. The nomination forms for the elected Build Together committee members are attached as **Annexure "C"**.

The community representatives remain unchanged and are as follows:

- *Ms Marvourneen Daphne Booyesen (Community Activist)*
- *Ms Naftaline Ngataurue Mauha (Community Activist)*
- *Ms Sophia Wilhelmina Simon (Community Activist)*

Members of the Community-Based Organization (CBO) - Shack Dwellers Federation of Namibia (SDFN) form part of the Decentralised Build Together Committee members as follows:

- *Helena Ndemwiimba Sakaria*
- *Elizabeth Bronn*

In accordance with the Build Together guidelines, dynamic personnel with a stake in the programme shall form part of the committee. The Chief Executive Officer (CEO) as Accounting Officer and Chairperson of Decentralised Build Together Committee, with the assistance and the support of staff who are heads of departments to provide guidance and technical support for the effective functioning of the committee as:

- *Mr Alfeus A Benjamin - Chief Executive Officer (CEO)*
- *Mr Mpasi Haingura - General Manager: Corporate Services, Human Capital & IT*
- *Mr Hello !Naruseb - General Manager: Finance*
- *Mr Clarence C McClune - General Manager: Engineering and Planning Services*

5. **CURRENT SITUATION AND PROGRESS REPORT OF PHASE III (3)**

The Phase III (3) Build Together construction process commenced in **October 2023**. Of the 80 approved beneficiaries, 4 are now deceased, reducing the active number to 76. The construction phase aimed to serve

the 76 beneficiaries; however, participation in the required documentation process has varied:

- **70 out of 76** beneficiaries signed the newly amended Deed of Sale and Loan Agreements.
- **68 out of 76** beneficiaries signed the Cession Agreements
- To date, only **8** houses have been completed.

The following outlines progress across the four levels of construction:

- **Level 1:** 50 out of 76 invoices processed
- **Level 2:** 42 out of 76 invoices processed
- **Level 3:** 41 out of 76 invoices processed
- **Level 4:** 31 out of 76 invoices processed

Several factors have contributed to the delays and incomplete houses, including:

- Beneficiaries' cash accounts at Megabuild (Pupkewitz) are being depleted, and many are unwilling or unable to top up the remaining construction costs due to increasing construction costs.
- Ongoing conflicts between beneficiaries and builders, which disrupt progress.
- Beneficiaries have relocated thus no longer residing in Swakopmund.
- No construction activity is taking place while building materials are on site.

6. **PROPOSAL**

It is proposed that Council approve the 3 newly elected Build Together Committee members, 3 community representatives, 2 Community Based Organisation representatives, and the 4 dynamic persons who will serve a three (3) year term in accordance with Section 27(2) of the National Housing Development Act (Act No. 28 of 2000).

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

RECOMMENDED:

- (a) **That Council takes note that the election of the new Committee members was on 09 August 2025 to serve on the Decentralised Build Together Committee and the Community representatives in accordance with the National Housing Development Act (Act No. 28 of 2000).**
- (b) **That Council takes note that the Build Together Committee consists of 10 members who will serve for a period of 3 (three) years, whose term will commence from the date of Ministerial approval.**
- (c) **That Council approves the Decentralised Build Together Committee members as:**
 - **Ms Jeanette Frederiks - Chairperson**
 - **Mr Esau Petrus Eiaseb - Vice-Chairperson**
 - **Ms Diana Tsuses - Secretary**
- (d) **That Council approves the representatives of the community as:**
 - **Ms Marvourneen Daphne Booysen (Community Activist)**

- **Ms Sophia Wilhelmina Simon (Community Activist)**
- **Ms Naftaline Ngataurue Mauha (Community Activist)**

(e) **That Council approves the Representatives of the Community Based Organization (CBO) - Shack Dwellers Federation of Namibia (SDFN) to form part of the Decentralised Build Together Committee members as follows:**

- **Helena Ndemwiimba Sakaria**
- **Elizabeth Bronn**

(f) **That Council approves relevant dynamic personnel with a stake in the programme who shall form part of the committee, the Chief Executive Officer as Accounting Officer and Chairperson of Decentralized Build Together Committee, with the assistance of the support staff who are heads of department to provide guidance and technical support for the effective functioning of the committee as:**

- **Chief Executive Officer**
 - **General Manager: Corporate Services and Human Capital**
 - **General Manager: Finance**
 - **General Manager: Engineering and Planning Services**
-



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: 15/2/1/1

Enquiries: Nikolas Ndeikonghola

25 March 2025

**The Existing Decentralised Build Together Committee Members
The Decentralised Build Together Beneficiaries
Representatives from NGO's and CBO's
Swakopmund Residents**

Dear Sir/Madam

**DECENTRALISED BUILD TOGETHER PROGRAMME: INVITATION TO PARTICIPATE IN THE
ELECTION OF THE DECENTRALISED BUILD TOGETHER COMMITTEE**

We refer to the above subject matter.

You are hereby informed that the term of office for the existing Decentralised Build Together Committee has come to an end. You are invited to participate in the election of members of the Decentralised Build Together Committee, which will serve for the next 3 years, in accordance with Section 27 (2) of the National Housing Development Act (28 of 2000). The election is scheduled to take place as follows:

Date: Saturday, 17 May 2025

Time: 11:00

Venue: Swakopmund Multi-Purpose Center

Should you have any enquiries, do not hesitate to contact Mr N Ndeikonghola at 064 410 4232/
nndeikonghola@swkmun.com.na

Yours sincerely,


A Benjamin
CHIEF EXECUTIVE OFFICER

/asm






+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: **15/2/1/1**

Enquiries: *Nikolas Ndeikonghola*

10 June 2025

**The Decentralised Build Together Committee members (existing)
The Decentralised Build Together Beneficiaries Phase III (current)
Representatives from NGO's and CBO's**

Dear Sir/Madam

**DECENTRALISED BUILD TOGETHER PROGRAMME: INVITATION TO PARTICIPATE IN THE
ELECTION OF THE DECENTRALISED BUILD TOGETHER COMMITTEE**

We refer to the above subject matter, and our letter dated **25 March 2025**.

In our letter of **25 March 2025**, you were invited to attend a meeting on 17 May 2025, for the purpose of electing a Build Together Committee. Unfortunately, the meeting was poorly attended, and the election had to be postponed.

You are hereby invited to participate in the election of members to the Decentralised Build Together Committee, which will serve a three-year term in accordance with Section 27(2) of the National Housing Development Act (Act No. 28 of 2000). The election is scheduled to take place as follows:

Date: Saturday, 09 August 2025

Time: 14h00

Venue: Swakopmund Multi-Purpose Center

Kindly take note of the following provisions of the National Housing Development Act (Act 28 of 2000), for preparation for the meeting

- In accordance with Section 27 (1) of the applicable legislation, a Decentralised Build Together Committee (DBTC) shall consist of not fewer than five (5) and not more than ten (10) members. These members must be elected by the inhabitants of the relevant area and officially appointed in writing by the Minister following their election.

It is proposed that the composition of the Committee will include:

- Three (3) members elected from the current Phase III beneficiaries.
- Three (3) members of Non-Governmental Organisations and Community Based Organisations.





Nomination Form
Build Together Elections: Swakopmund Municipality

1. Candidate's Details

Full Name of Candidate:

Jeanette Frederiks

2. Proposer's Details

Full Name of Proposer:

Sam Pauls

Signature of Proposer:

[Signature]

3. Seconder's Details

Full Name of Seconder:

VICTORY AMUPHISE

Signature of Seconder:

[Signature]

4. Candidate's Declaration and Consent

I, Jeanette Frederiks, hereby:

- Consent to my nomination as a candidate for the Build Together Committee.
- Confirm that I am eligible to stand as a candidate as per the election rules.
- Understand and agree to abide by all rules and regulations governing the election process.

Signature of Candidate:

[Signature]

Date:

19/08/2025

Please note that incomplete forms will not be considered.



**Nomination Form
Build Together Elections: Swakopmund Municipality**

1. Candidate's Details

Full Name of Candidate: Isaak Petrus Kiasob

2. Proposer's Details

Full Name of Proposer: Oliver

Signature of Proposer: Oliver

3. Seconder's Details

Full Name of Seconder: Evmarelda Ache

Signature of Seconder: EAS

4. Candidate's Declaration and Consent

Isaak Petrus Kiasob, hereby:

- Consent to my nomination as a candidate for the Build Together Committee.
- Confirm that I am eligible to stand as a candidate as per the election rules.
- Understand and agree to abide by all rules and regulations governing the election process.

Signature of Candidate:

[Handwritten Signature]

Date:

09/10/2025

Please note that incomplete forms will not be considered.



Nomination Form
Build Together Elections: Swakopmund Municipality

1. Candidate's Details

Full Name of Candidate: Diana Tsises

2. Proposer's Details

Full Name of Proposer: Hilman Brenzel

Signature of Proposer: [Signature]

3. Seconder's Details

Full Name of Seconder: Exmaralda Aebes

Signature of Seconder: [Signature]

4. Candidate's Declaration and Consent

I, Diana Tsises, hereby:

- Consent to my nomination as a candidate for the Build Together Committee
- Confirm that I am eligible to stand as a candidate as per the election rules.
- Understand and agree to abide by all rules and regulations governing the election process.

Signature of Candidate:

[Signature]

Date:

01-09-2025

Please note that incomplete forms will not be considered.

- 11.1.4 **SWAKOP URANIUM: APPEALS FOR REVOCATION OF ERVEN IN EXTENSION 25, SWAKOPMUND BY**
 ① **MS. NDADJEUKE N.T. NHINDA OF ERF 6891**
 ② **MR. PENDAPALA SHEEHAMA OF ERF 6933**
 (C/M 2025/10/30 - 17/1/4/2/1/11)

Ordinary Management Committee Meeting of 14 October 2025, Addendum 7.4 page 101 refers.

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

1. **PURPOSE**

The purpose of this submission is to inform Council of the appeals received from two Swakop Uranium employees, Ms. Ndadjeuke Namene Tukate Nhinda and Mr. Pendapala Sheehama, respectively.

The initial allocations of Erf 6891 and Erf 6933, located in Extension 25, Swakopmund, were revoked upon discovery that they do not meet the first-time homeownership requirement, a key condition under the Swakop Uranium Housing Project.

2. **INTRODUCTION AND BACKGROUND**

On **4 June 2024**, under Item 11.1.5, Council allocated Erf 6891, Extension 25, Swakopmund (400 m²), to Ms. Ndadjeuke Namene Tukate Nhinda. During the deed signing process, Ms. Nhinda disclosed ownership of Farm Kransneus No. 219, located in the Khomas Region, and registered under the Rehoboth "Gebiet" in accordance with the Registration of Deeds in Rehoboth Act, 93 of 1976 (**Annexure "A"**).

On **29 April 2025**, under Item 11.1.27, Council approved the allocation of Erf 6933, Extension 25, Swakopmund (400 m²), to Mr. Pendapala Sheehama. During the allocation process, Mr. Sheehama confirmed ownership of Erf 5019, a vacant erf in Ondangwa (**Annexure "B"**).

Following these disclosures, both allocations were revoked in line with the eligibility requirement that beneficiaries must be first-time property owners.

On **1 July 2025**, Ms. Nhinda submitted a formal appeal, clarifying that the farm she owns is used solely for agricultural purposes, is over 400 km from her place of work, and does not meet her current residential needs. She stated she is a full-time Swakop Uranium employee and has resided in Swakopmund since 2019, currently renting accommodation (**Annexure "C"**).

On **5 August 2025**, Mr. Sheehama also submitted an appeal. He confirmed that although he owns a vacant erf in Ondangwa, he has since relocated to Swakopmund with his family for full-time employment at Swakop Uranium. He emphasized the impracticality of commuting from Ondangwa and the need for residential property in Swakopmund (**Annexure "B"**).

3. **DISCUSSION**

The Council resolution passed on 29 November 2022 under Item 11.1.38 (e), outlines that beneficiaries of the Swakop Uranium Housing Project must be first-time property owners, as follows:

"That the purchaser must be a first-time property owner; that the property may not be sold within 10 years from the date of registration; and a restriction on resale must be registered against the title deed. Construction of houses must commence and be completed within 18 months after registration."

Council's Property Policy defines a First-Time Property Owner as a "**non-property owner**". The policy further defined non-property owner as "**An adult, natural person, not having any immovable property anywhere in Namibia registered in his or her name on or before the date of acquiring immovable property from the Municipality. (Council Resolution - 29 June 2006)**"

Considering this definition Ms. Nhinda and Mr. Sheehama do not meet the first-time ownership criterion due to their registered ownership of immovable property elsewhere in Namibia.

However, both appellants presented mitigating circumstances, including, permanent relocation to Swakopmund for work, lack of residential property in Swakopmund, and impracticality commuting to work from their homes.

Although the Swakop Uranium Housing Project aims to support employees with access to affordable residential property in Swakopmund, the appellants technically do not meet the allocation criteria of first-time homeownership as defined by the policy.

4. **PROPOSAL**

The eligibility requirement for the project is clear and strictly defined that applicants must not own any immovable property registered in their name anywhere in Namibia at the time of acquiring property. Therefore, Ms. Nhinda and Mr. Sheehama do not meet the allocation requirement under this project in terms of the conditions of allocation, as defined in Council's Property Policy.

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

RECOMMENDED:

- (a) **That Council takes note of the appeals against the cancellation of the sale of erven to two Swakop Uranium employees, Ms Ndadjepuke Namene Tukate Nhinda, who were allocated Erf 6891, Extension 25, Swakopmund, and Mr Pendapala Sheehama, allocated Erf 6933, Extension 25, Swakopmund, who are not first-time homeowners, a condition of allocation under the Swakop Uranium Housing Project.**
 - (b) **That Council takes note that Ms Nhinda owns an immovable property, Farm Kransneus No. 219, in the Khomas Region, registered under the Rehoboth "Gebiet" in accordance with the Registration of Deeds in Rehoboth Act, 93 of 1976, while Mr Sheehama owns vacant Erf 5019, Ondangwa, registered in his name in terms of the Deeds registries Act 47 of 1937.**
 - (c) **That the appeal of Ndadjepuke Namene Tukate Nhinda, and Mr Pendapala Sheehama, not be approved**
 - (d) **That all applicants under the Swakop Uranium Housing Project be informed that only first-time homeowners will be considered for allocation.**
-

RA1

NO. 219

**LAND TITLE ISSUED IN TERMS OF REGISTRATION
OF DEEDS IN REHOBOTH ACT, 1976**

By virtue of the powers vested in me by Section 4(c) of Act 93 of 1976,
Herby declare that the land, being-

CERTAIN : FARM KRANSNEUS NO. 219

MEASURING: 2 413, 2234 (TWO FOUR ONE THREE COMMA TWO TWO
THREE FOUR) HECTARES

SITUATE : IN THE MUNICIPALITY OF WINDHOEK
IN THE REGISTRATION DIVISION "M"
KHOMAS REGION

IS TRULY AND LAWFULLY THE PROPERTY OF:

NDADJEUKE NAMENE TUKATE NHINDA, IDENTITY NUMBER: 940629 0019 7.
UNMARRIED

His Heirs, Executors, Administrators or Assigns to the following extent:

500 (FIVE NIL NIL) SQUARE METRES
UNDIVIDED PORTION

**In accordance with local custom, subject to the rights of the Government of
Namibia and the conditions mentioned herein.**



REG NO. 580/2021

[Signature]
REGISTRAR OF DEEDS
REHOBOTH

CONDITIONS

1. On the death of the owner his land shall remain in the possession of his lawful heirs. Provided that the rights of the heirs shall be recognize only after their inheritance has been transferred in terms of the provisions of Act 93 of 1976.
2. The owner or his lawful assigns shall pay the prescribed rates in respect of the land every year.
3. These conditions are irrevocably binding on the owner and his heirs, executors, administrators or assigns.

E 6933, Ext. 25

Pendapala Sheehama
 P O Box 8667
penda.sheehama@gmail.com
 +264812045225
 Swakopmund



10 July 2025

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

Dear Sir,

Appeal Against Disqualification from Allocation of Erf 6933, Ext 25, Swakopmund Due to First-Time Homeownership Condition.

I hereby wish to appeal the decision to disqualify me from the allocation of Erf 6933, Ext 25, Swakopmund, under the first-time homeownership condition.

I submitted my documents to the Swakop Uranium Housing Committee and was initially allocated Erf 6933, Ext 25. However, I was later informed by the Housing Officer that, according to the conditions of the housing allocation, individuals who already own property registered with the Deeds Office do not qualify for the Swakop Uranium Housing Project.

While I understand and respect the purpose of this policy to assist those who do not yet own property, and I kindly request that my unique circumstances be taken into consideration.

I own a vacant plot located in Ondangwa (ERF 5019). I relocated to Swakopmund for employment at Swakop Uranium, a move important towards my professional development and financial stability. Since then, my family and I have been permanently based in the beautiful town of Swakopmund. The Ondangwa plot is vacant with no structure developed on it hence, the erven no longer serve any practical purpose. It is not habitable and commuting between the two towns is impossible.

Currently, I am renting and residing at the Mondesa View Flats (Unit 56) for accommodation purposes at a monthly cost of N\$5 500. This has placed a significant financial burden on my household, and I could instead be topping up towards a bond repayment for a property of my own in Swakopmund.

Swakopmund has become our home, and we are committed to building our future here. Owning property in this town would not only ease our financial situation but would also enhance our sense of belonging.

I respectfully request that the Municipality reconsiders my application, not solely on the technical definition of first-time homeownership, but based on genuine housing need. I am available to provide any further information or supporting documentation that may assist in your review of this appeal.

Thank you for your time and consideration.

Yours sincerely,

Pendapala Sheehama (Mr)

01 July 2025

The Councillors
Municipality of Swakopmund
P.O.Box 53
Swakopmund
Namibia

Dear Sir/Madam

RE: APPEAL FOR REINSTATEMENT OF HOUSING BENEFIT

I am writing to formally appeal the decision that deemed me ineligible for the Swakop Uranium Housing Scheme due to my status as a non-first-time homeowner. I would like to clarify my circumstances and request a reconsideration of my eligibility.

Although I currently own a piece of land in a communal area in Kranseus (outside of Rehoboth), I would like to highlight that this property is not for residential purposes and is located far from where I currently reside. My primary residence is in Swakopmund, where I am seeking assistance through this scheme. The property I own elsewhere was purchased in the past and does not reflect my current housing needs or circumstances.

I believe that my situation aligns with the intended beneficiaries of this scheme, as I am in need of affordable housing in Swakopmund. I have lived there since 2019, and with my career trajectory as a Mining Engineer and the outlook of the Mining industry at large, I ought to remain in Erongo region for possibly the next decade or beyond, necessitating my need for stable accommodation in Swakopmund.

I kindly request that my application be reviewed with this context in mind, and that my eligibility be reconsidered based on my current residency and housing needs.

Thank you very much for your time and understanding. I am available for any further information or clarification you may require. I look forward to your favorable response.

Sincerely,

Ndadjepuke Namene Tukate Nhinda
Mining Engineer
Swakop Uranium
+264 81834 3703



11.1.5

NAMPOL - REQUEST FOR ACCOMMODATION AND MEALS DURING THE FESTIVE SEASON-2025/2026

(C/M 2025/10/30 - 3/15/1/1,9/1/5/3)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.5** page **106** refers.**A. This item was submitted to the Management Committee for consideration:****1. Introduction**

This submission seeks Council's approval to sponsor the Namibian Police (NAMPOL) with accommodation and meals during the upcoming festive season.

2. Background:

Each year during the December holidays, the town of Swakopmund experiences a significant increase in public activity, including higher volumes of traffic, public transportation, and social gatherings. While these activities contribute positively to the local economy, they also present challenges for law enforcement in terms of maintaining public order, ensuring compliance with laws, and safeguarding residents and visitors.

The festive season is typically associated with a rise in opportunistic crimes such as theft, robbery, and disorderly conduct. A heightened law enforcement presence acts as a deterrent and ensures prompt response to incidents. Over the years, the Swakopmund Municipal Council and NAMPOL have collaborated successfully to implement proactive safety and crime prevention measures during this period.

In this regard, a request letter (attached as Annexure A) was received from the Mondesa Police Station Commander, Senior Inspector Beukes, requesting Council's assistance in accommodating additional police officers from 14 December 2025 to 06 January 2026.

According to NAMPOL, the current police workforce in Swakopmund is insufficient to fully implement the required crime prevention strategy during this high-traffic season. As a result, 20 additional officers from the Namibian Police Special Reserve Force in Windhoek have been requested to reinforce the local force. This initiative has become an annual practice due to the recurring shortage of officers in Swakopmund during the holidays.

3. Proposal

To support the implementation of NAMPOL's festive season safety strategy, the Station Commander has requested Council to:

- *Provide accommodation for the 20 deployed officers at the Swakopmund Municipal Rest Camp.*
- *Supply meals for the officers during their stay.*

4. Financial Implications

The estimated cost to Council for the requested assistance is detailed as follows:

Description	Amount (NAD)
Accommodation at Municipal Bungalows (Annexure B)	N\$101,752.69
Meals for the deployment period (Annexure C)	N\$ 25,508.44
Total	N\$127,261.13

That the cost be defrayed from Vote: 00 00 165 095: Accommodation Namibian Police, where N\$488 985.96 is available **Annexure "D"**.

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

RECOMMENDED:

- (a) That Council approves the sponsorship of accommodation (N\$101,752.69) and meals (N\$25,508.44) totaling N\$127,261.13 for the 20 officers of the Namibian Police Special Reserve Force, deployed in Swakopmund from 14 December 2025 to 06 January 2026, on the condition that they operate exclusively within Swakopmund.
 - (b) That Council will not be liable for any additional costs beyond the amount stated in (a).
 - (c) That the Namibian Police Special Reserve Force be requested to assist with security and safety operations during the Swakopmund Fair, scheduled from 16 to 18 December 2025.
 - (d) That there should be a proper coordination between Namibian Police and the Tourism Protection Unit
 - (e) That the Ministry of Safety and Security be requested to ensure the full-time deployment of the Special Reserve Force in Swakopmund for the entire duration mentioned in (a).
 - (f) That NAMPOL be requested to submit a comprehensive report detailing their activities and outcomes during the festive period from 14 December 2025 to 06 January 2026, for Council's review.
 - (g) That the cost be defrayed from Vote: 0000165095: Accommodation Namibian Police, where N\$488,985.96 is available.
-

3/15/11
9/1/5/3

REPUBLIC OF NAMIBIA

Department of Police

MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

Enquiries: S/Insp Beukes/S/Insp Peter
Tel: (+264 64) 415009
Fax: (+264 64) 406889
Our ref: 15/3/9/13
Your ref:

Office of the Station Commander
Namibian Police
Private Bag 5016
MONDESA



2025/07/04

Office of the CEO
Swakopmund Municipality
Private Bag 5005
WALVIS BAY

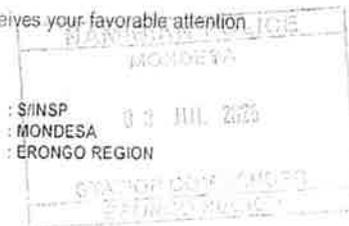
REQUEST FOR ACCOMODATION AND MEALS FOR SPECIAL RESERVE FORCE (SRF) FOR THE FESTIVE SEASON 2025/2026: MONDESA POLICE STATION: ERONGO REGION

1. The above matter refers:
2. This office herewith writes to request for a sponsorship for accommodation and meals for the Special Reserve Force (SRF) during the festive season crime prevention operation.
3. This office is planning to request extra manpower from the Police National Headquarters, in the form of Special Reserve Force to supplement our Crime Prevention Initiative as we are expecting a big influx of holiday goers and tourist that will be visiting the coast and usually criminal activities rise within the festive season.
4. It is against this background that this office needs the reserve force for police visibility during the festive season. We intend to request for a total number of 20 members, since it is our request as per normal practice these members will not be catered for by the police vote for accommodation and meals, hence we plead with your good office for the sponsorship in this regard.
5. These members are professionally trained to enforce the laws under the Criminal Procedure Act 51 of 1977, Liquor Act as well as the applicable Local Authority by Laws and they will be guided to concentrate on the crimes of concern such as Murder, Robbery, Housebreaking, Possession of drugs and public disorder. The operation will commence on the 14th December 2025 to the 6th January 2026
6. Provisional quotation for meals from certified markets will be provided upon approval. We are requesting that the members be accommodated at the Municipal bungalows as it was done in the past.

We trust that our request receives your favorable attention

Best regards!

U J Beukes
STATION COMMANDER
U J BEUKES



11.1.6

AESTHETICS COMMITTEE : BI-ANNUAL APPOINTMENT OF MEMBERSHIP : LOCAL ARCHITECTS & COMMUNITY REPRESENTATIVES

(C/M 2025/10/30 - 9/1/4/1)

Ordinary Management Committee Meeting of 14 October 2025, Addendum 7.6 page 114 refers.**A. This item was submitted to the Management Committee for consideration:**

1. Council formally appoints an aesthetics committee in terms of Section 30(1)(w), with a mandate to advise it on questions relating to the external appearances of buildings, as provided for in the said Section 19, read with clause 7.1, and secondly Council must avail persons affected by any decision taken on advice of such committee the opportunity to take such decision on appeal to the Minister.

2. Section 30(1)(w) of the Local Authorities Act 23 of 1992 reads as follows:

"(w) to establish from time to time such committees as it may deem necessary to advise it generally or in relation to any particular matter in the exercise of any of its powers or the performance of any of its duties and functions and may appoint such members or such other persons as it may deem fit to be members of such committees;"

3. According to the Aesthetic Committee's Guidelines, the choice of members of the Aesthetics Committee be determined by Council to nominate two (2) Registered Local Architects and two (2) Community Representatives, and the Local Architects and Community Representatives of the Aesthetics Committee are to be appointed biannually by Council to ensure that a rotation of membership takes place.

4. Council's Aesthetic Committee **presently** consists of the following members:

Local Architects (2)	Ms Jacqueline Kissler Mr Cobus Lotter
A registered Urban Planner	Mr John Heita (Manager: Town Planner)
Community Representatives (2)	Mr Nehemia Salomon Ms Sarah-Lee Elago
A Town Councillor	Councillor W Groenewald Councillor C Goldbeck (Alternate)
Chief Executive Officer	Chief Executive Officer

5. It is Council's prerogative to ensure a rotation of members to take place, and it is therefore: -

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

RECOMMENDED:

- (a) That Councillors submit their nominations, from which a final selection of two (2) representatives in each category will be made.
- (b) That according to the Guidelines, the choice of members of the Aesthetics Committee be determined by Council to nominate two (2) Registered Local Architects and two (2) Community Representatives:

Registered Local Architects	1. Stefano Campetti 2. Phil-Mari Engelbrecht 3. Cedrick Powell
Community Representatives	1. Mr Nehemia Salomon 2. Ms Lynette van Niekerk 3. Econia Petrus

- (c) That the Local Architects and Community Representatives of the Aesthetics Committee be appointed every 3 (three) years by Council to ensure that a rotation of membership takes place.
-

11.1.7

FEEDBACK REPORT: URBAN AGRICULTURE CAPACITY BUILDING WORKSHOP

(C/M 2025/10/30 - 9/2/1)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.7** page **118** refers.

A. This item was submitted to the Management Committee for consideration:**1. Purpose of Submission**

The purpose of this submission is to request Council's acknowledgement of the feedback report on the Urban Agriculture Capacity Building Workshop held on 15-16 August 2025.

2. Background

The council's resolution passed on **31 July 2025** under item 11.1.16 is quoted for ease of reference:

- (a) *That Council endorses the Urban Agriculture Capacity Building Workshop scheduled for 15-16 August 2025.*
- (b) *That Council approves the request from DAPEES office in Omaruru, for the officials' S&T for one night, at the government rate of N\$1,435.00 per person, totaling N\$2,870.00 for both officials to cover accommodation and daily meals.*
- (c) *That Council approves the budget of N\$30,000.00 to host the Urban Agriculture Capacity Building Workshop.*
- (d) *That the General Manager: Economic Development Services, ensures the availability of the Multipurpose Hall for the duration of this workshop.*
- (e) *That the General Manager: Finance secures funds amounting to N\$30,000.00 for the Urban Agriculture Capacity Building Workshop.*

3. Introduction

Municipality of Swakopmund successfully hosted its first-ever Urban Agriculture Capacity Building Workshop on 15-16 August 2025. The workshop was aimed at capacitating local farmers, youth, and community groups in various aspects of sustainable urban agriculture. The event brought together a wide range of stakeholders, including small-scale farmers, government representatives, financial institutions, academia, and the agronomic sector. The focus was on knowledge-sharing, capacity building, access to funding, and policy alignment to strengthen food security, promote job creation, and encourage sustainable land use practices within the Municipality.

4. Achievements

The workshop successfully united farmers, youth, and community groups on a single platform, fostering collaboration, networking, and knowledge exchange. It also offered guidance on accessing finance and exploring market opportunities to strengthen agribusiness ventures. Policy-oriented discussions focused on backyard fish farming and community gardens as

viable sources of income and nutrition. A notable highlight was the emphasis on climate change awareness, complemented by practical strategies to help farmers and communities adapt and build resilience.

The event attracted about 40 in-person participants and over 2,000 virtual attendees. A wide range of stakeholders—including Feedmaster, Agra Provision, COSDEC, Ubuntu Aquatics, MAWLR-DAPEES, UNAM, and Roots Agriculture Project—enriched the event with expertise, resources, and innovative ideas, significantly enhancing the programme's impact.

While the workshop sessions were well-received, the exhibition component experienced low attendance. The main challenge identified was the limited number of stalls, which reduced opportunities to attract and engage more local farmers.

- (a) **Stakeholder Participation:** Engage a broader range of participants, including small-scale farmers, suppliers, agribusinesses, and cooperatives.
- (b) **Targeted Outreach:** Implement early and focused awareness campaigns in farming communities to improve participation in the exhibition section.
- (c) **Interactive Demonstrations:** Include practical demonstrations (such as drip irrigation, composting, and aquaponics) to make exhibitions more engaging and attract more attendees.
- (d) **Partnerships with Stakeholders:** Work with institutions such as the Namibian Agronomic Board, financial institutions, and private companies to sponsor stalls and showcase innovative technologies.

5. Budget expenditure

Council's financial assistance was utilised as planned to support the successful delivery of the workshop. Expenditures were as follows:

Item	Approved (N\$)	Actual Expenditure (N\$)
DAPEES Extension Officers -(S&T)	2 870.00	2 870.00
Livestreaming (one day)	1 200.00	1 200.00
Refreshments	21 280.00	15 000.00
Total	26 950.00	19 070.00

The total expenditure amounted to N\$19,070.00, fully aligned with the proposed budget of N\$30,000.00. The financial support provided by the Council ensured the participation of key DAPEES officials, seamless livestreaming, and adequate refreshments, contributing to the workshop's overall success.

6. Future Plans

(a) Annual Event

That Council endorses the Urban Agriculture Capacity Building Workshop to be hosted annually as a regional event, to continuously capacitate local farmers in various aspects of agriculture, including climate-smart practices, financing, marketing, and agribusiness opportunities.

(b) Stakeholder Engagement

That Council actively engages relevant stakeholders - including government agencies, the Namibian Agronomic Board, financial institutions, academia, and the private sector - to co-host the event annually, pooling resources and encouraging effective partnerships for greater impact.

7. Conclusion

The workshop marked an important milestone for Swakopmund in strengthening urban agriculture as a driver of food security, climate resilience, and economic empowerment. With Council's continued support, this initiative will grow into a flagship programme that benefits not only Swakopmund but also serves as a model for other municipalities in Namibia.

Attached is the comprehensive workshop report, program, and attendance register.

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

RECOMMENDED:

- (a) That Council acknowledges the feedback report of the Urban Agriculture Capacity Building Workshop held on 15-16 August.**
 - (b) That Council approves the request to host or co-host the Urban Agriculture Capacity Building Workshop annually as a regional event.**
 - (c) That special leave be granted to Mr Robeam Ujaha to attend courses/workshops/meetings or the agriculture expo, to connect with relevant stakeholders and investors for future workshops.**
 - (d) That travel and subsistence allowance is paid in terms of Council policy when required, and the expenses are defrayed from the Conference Expenses Vote 300015505500.**
 - (e) That the General Manager: Health Services and Solid Waste Management, be granted permission to budget for the Urban Agriculture Capacity Building Workshop under the operational item.**
-

11.1.8 **REPORT: 15TH TKC (TRANS KALAHARI CORRIDOR) JOINT LAW ENFORCEMENT OPERATION (JLEO)**
(C/M 2025/10/30 - 9/4/2/6)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **7.8** page **119** refers.

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

An invitation dated **23 April 2025** was received from the Ministry of Works and Transport to attend and participate in the 15th Trans Kalahari Corridor Management Committee (TKCMC) Joint Law Enforcement Operation (JLEO) from **07th -12th July 2025** in Ghanzi, Botswana. The Manager: Emergency Law Enforcement and Senior Traffic Officer Shindume was delegated to attend this event as per the Management Committee resolution on **17 June 2025** under item **7.10**.

The Trans Kalahari Corridor (TKC) Member States were represented at this event by various government departments and agencies, such as revenue services, law enforcement, immigration, agriculture, social security service providers (Funds), health, and transport. The operation was held under the theme: **"Seamless Borders, Seamless Trade-Securing the Trans-Kalahari Corridor for Enhanced Economic Growth."**

The Municipality of Swakopmund is considered a key stakeholder and, therefore, thanked Council for its continued support in participating in these operations.

Attached is the final **15th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation Report** for information.

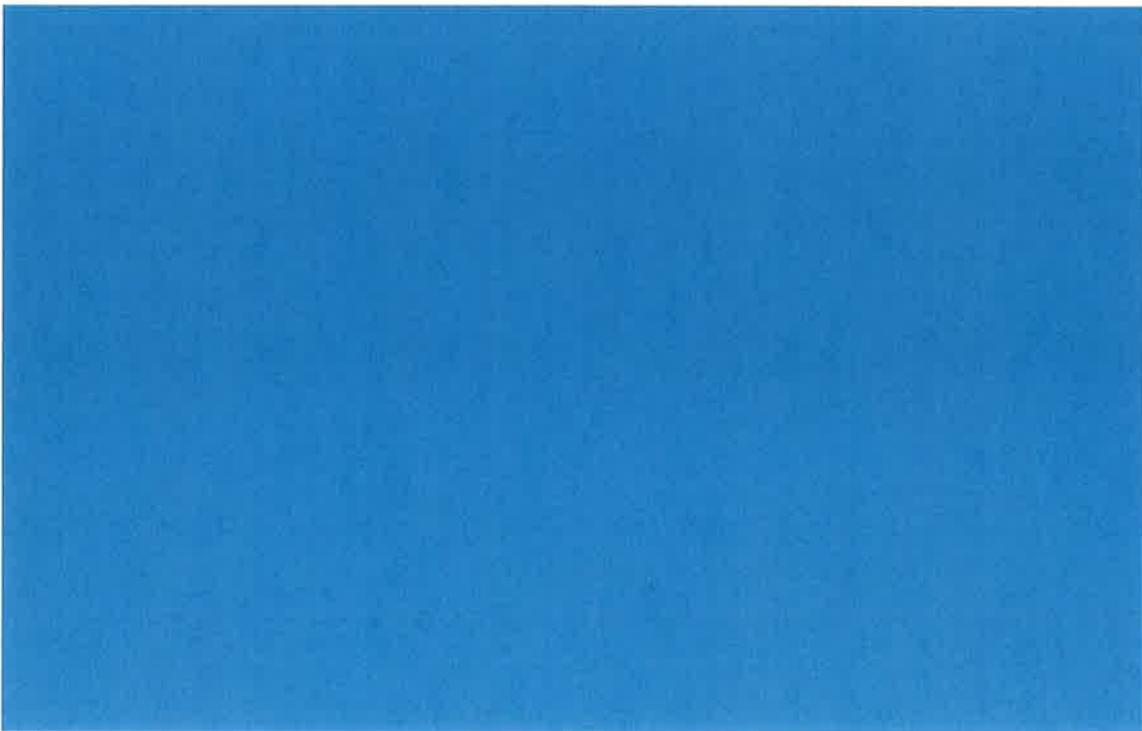
B. After the matter was considered, the following was:-

RECOMMENDED:

That Council takes note of the 15th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation Report held in Ghanzi, Botswana, from 07-12 July 2025.



Consolidated Joint Law Enforcement
Operation Statistics Report - Ghanzi, Botswana
(9 - 11 July 2025)



1. Introduction

The **Trans-Kalahari Corridor (TKC)** Joint Law Enforcement Operation (JLEO) in Ghanzi, Botswana, was a multi-agency initiative conducted in July 2025, bringing together law enforcement and regulatory officials from **Botswana, Namibia, and South Africa**. This operation – the 15th of its kind under the TKC Memorandum of Understanding – was aimed at strengthening road safety, compliance, and security along the 1,900 km corridor that links the three countries.

The TKC serves as a vital trade route connecting South Africa's economic hub through Botswana to Namibia's port of Walvis Bay, and member states have agreed to host joint enforcement and road safety interventions annually on a rotational basis.

Over three days (09 - 11 July 2025), officers from **Traffic, Road Safety Education, Customs, Immigration, Dangerous Goods, Environmental Health, and Agriculture** departments worked side by side at checkpoints near Ghanzi. Their collective mandate was to ensure **road traffic safety, legal compliance in transport** (vehicles, drivers, and cargo), **facilitation of intra-African trade**, and the interception of any criminal activity such as smuggling or fraud. This report consolidates the findings and outcomes from all these departmental efforts into a single overview.

The operation addressed a spectrum of concerns – from checking vehicle roadworthiness and driver behavior, to verifying customs documentation and immigration status, inspecting hazardous materials protocols, monitoring public health standards for transported goods, and enforcing agricultural import/export rules. By operating jointly, the agencies were able to share information on the spot and present a unified law enforcement front.

This report presents an **Introduction** to the operation, its **Objectives**, and an **Analysis** of activities and data by department, **Key**.

Findings, Recommendations, and a brief **Conclusion** summarizing overall outcomes.

2. Objectives

The JLEO was guided by clear objectives agreed upon by the Trans-Kalahari Corridor member states. These objectives were as follows:

- **Joint Enforcement:** Conduct coordinated multi-country law enforcement operations in line with Article 5.9 of the SADC Protocol on Transport, Communications and Meteorology, by bringing together all relevant agencies (traffic, police, customs, etc.) to work in unison at the corridor checkpoint.
- **Promote Compliance:** Ensure transporters, drivers, and other corridor users comply with all applicable regulations on the TKC – including road traffic laws, cross-border trade rules, immigration requirements, and health and safety standards

- **Visibility and Deterrence:** Increase law enforcement visibility along the corridor to deter violations. A strong on-site presence of officers from multiple departments serves as a reminder and warning against unlawful behavior (such as overloading, speeding, or contraband smuggling).
- **Road Safety and Security:** Promote road safety and security for all corridor users. This involves reducing risky driving practices, ensuring vehicles are roadworthy, and enhancing the overall sense of security for travelers and freight operators on the route.
- **Enforce Transport Laws:** Rigorously enforce laws and regulations intended to improve traffic safety and transport operations. This includes upholding vehicle standards (roadworthiness, weight limits), driver qualifications (licenses, sobriety, rest periods), and required permits (route permits, dangerous goods licenses).
- **Hazardous Materials and Environmental Protection:** Enforce laws related to the carriage of **dangerous goods** (hazardous materials) and the protection of infrastructure. This means checking that vehicles carrying flammable, toxic, or other dangerous cargo meet safety requirements, and that no overloading or improper vehicle use damages roads or the environment.
- **Facilitate Legitimate Trade:** While enforcement was a priority, an underlying objective was to facilitate the smooth flow of legitimate cross-border **trade and travel** on the corridor. By harmonizing standards and jointly handling inspections, the operation aimed to minimize unnecessary delays for compliant transporters and support intra-African trade.

These objectives reflect a balance between strict enforcement and trade facilitation. In essence, the JLEO sought to create a safer corridor for everyone and to protect the corridor's economic function by clamping down on violations that can lead to accidents, infrastructure damage, or unfair competition. The next sections detail how each participating department contributed to these objectives and what was discovered during the operation.

3. Analysis by Department

3.1. Traffic Enforcement (Road Traffic Police)

Traffic officers from the three countries worked jointly to stop vehicles and check for any traffic violations or unsafe conditions. Over the operation, **391 vehicles** were stopped and inspected by traffic enforcement teams. Officers examined driver credentials, vehicle fitness (lights, brakes, tires, etc.), validity of license disks, and general compliance with road rules. The data collected shows a clear difference in compliance between local (Botswana) drivers and those from neighboring countries.

For instance, a tally of offences recorded for each driver nationality revealed that **Botswana-registered drivers accounted for the vast majority of violations** - 32 out of 39 total offences noted - whereas Namibian and South African drivers had only 3 offences each, and one offence was recorded for a Zimbabwean driver. This disparity suggests that local drivers (who form the majority of corridor traffic in Botswana) were more frequently found in breach of regulations during the checkpoint inspections. Common infractions by Botswana drivers included things like driving with **smooth or regrooved tyres** and using vehicles with **expired license discs**. In contrast, foreign drivers' infractions were relatively few; one example was a Namibian truck driver fined for smooth tires (P600 fine) and a South African driver penalized for an expired vehicle license disc (P500 fine).

Table 1 below summarizes the breakdown of traffic offences and vehicle roadworthiness by nationality:

Driver Nationality	Traffic Offences Recorded	Vehicles Roadworthy	Vehicles Not Roadworthy
Botswana	32	275	16
Namibia	3	64	1
South Africa	3	20	0
Zimbabwe	1	5	1
Other (Zambia, Lesotho, etc.)	0	8	0

Table 1: Traffic offences and vehicle roadworthiness inspections by driver nationality (09-11 July 2025). As shown above, **Botswana drivers had both the highest number of offences and the highest count of vehicles deemed "Not Roadworthy"** during inspections. The Botswana-driven vehicles checked, 16 were found with serious defects, making them not roadworthy (for example, trucks with defective brake lights or dangerously worn tires). In comparison, not a single South African vehicle was found unroadworthy, and only one Namibian and one Zimbabwean vehicle failed the roadworthiness check. Most vehicles operated by foreign drivers complied with safety standards (e.g., **100% of South African-operated vehicles passed roadworthiness**).

These figures highlight a potential area of concern: local fleet operators may need to improve maintenance and adherence to regulations. The **majority of Botswana vehicles were in good order** (275 were roadworthy), but the fact that nearly all the noted violations came from this group suggests that enforcement efforts should particularly focus on boosting compliance among domestic transporters. Indeed, analysis of similar operations has suggested targeting enforcement and education to local drivers - for example, emphasizing **vehicle roadworthiness for local fleets and**

ensuring all paperwork is up to date.

In terms of consequences, the traffic officers issued fines or notices on the spot for offences. A Botswana driver caught driving with **smooth/regrooved tyres** (a serious safety hazard) was fined P200, and another was fined for operating with an expired vehicle license disc (failure to display a valid disc). These fines serve both to penalize the individual offence and to deter future violations by others. No major criminal traffic offenses (such as drunk driving or stolen vehicles) were recorded during this operation – the issues were primarily regulatory and safety compliance matters.

Overall, the **Traffic Enforcement team successfully identified and addressed key safety risks**. The high number of inspections (nearly four hundred vehicles in three days) and violations recorded demonstrate the value of concentrated enforcement. By pulling over virtually every truck and many passenger vehicles passing through the checkpoint, the officers created a safer corridor, addressing problems ranging from defective vehicle equipment to improper documentation. This intensive approach likely prevented potential accidents (for instance, by pulling unroadworthy vehicles off the road for repairs) and sent a strong message about compliance to all drivers using the TKC.

3.2. Road Safety Education

The Road Safety Education unit operated alongside the traffic enforcement officers, with a more preventive and awareness-oriented role. Their focus was on **educating drivers and passengers** about safe road use, rather than on punitive measures. During the Ghanzi JLEO, the road safety team engaged with a very large number of people – an estimated **675 road users were reached** with safety awareness messaging over the three days. Every driver stopped at the checkpoint was also given guidance or educational material on road safety best practices. This is a considerable scale of outreach; for comparison, in a one-day operation earlier in 2023 in South Africa, road safety officers managed to educate 368 road users, so the outreach in this multi-day, tri-nation effort in Botswana was even broader.

Methods and content: The education took various forms, including one-on-one conversations with drivers about dangerous behaviors (speeding, fatigue, seatbelt use), distribution of pamphlets and safety tip booklets, and even some on-site demonstrations. In some TKC operations, officials have conducted “*Thank a Trucker*” campaigns or given short refreshers on vehicle safety checks; while the Ghanzi operation was mainly enforcement, the education team ensured that drivers were not only checked for compliance but also reminded *why* the rules exist. For example, officers handed out printed **tourism safety tips and road safety pamphlets**, as was done in a similar corridor operation in 2024. They emphasized the importance of **seat-belt usage, adherence to speed limits, avoiding distracted driving**, and

maintaining vehicle condition.

Truck drivers received specific guidance on managing fatigue (given the long distances on the TKC) and were thanked for cooperative behavior as part of positive reinforcement strategies. Public transport drivers (e.g., bus or taxi drivers passing through) were also engaged about passenger safety. The presence of a road safety team also meant that some minor issues could be corrected with advice on the spot (for instance, an officer might notice a driver's fire extinguisher is nearly expired and simply advise renewal, even if it's technically still valid).

The **impact** of this educational component is not directly measurable in the way fines or offences are, but it is a critical part of the operation's success. By reaching hundreds of individuals, the team helped foster a culture of safety. Many foreign truck drivers using the corridor regularly are already used to strict enforcement; the education efforts reinforced that Botswana and its neighbors are serious about road safety on the TKC. Local drivers benefitted from refresher tips, especially where common issues were observed (for example, since tyre condition was a prominent problem found by enforcement, the educators surely stressed to drivers the importance of proper tire maintenance).

In summary, the Road Safety Education section complemented the enforcement activities by ensuring drivers left the checkpoint not only with fines or inspection reports, but also with **better knowledge of safe driving practices**. This combination of enforcement and education is a cornerstone of the JLEO's approach – immediate issues are penalized, and future issues are prevented through awareness. The large number of road users educated (hundreds in a short span) is a key success indicator for this department's involvement.

3.3. Customs and Border Control

Officials from the customs authorities of Botswana (with support from customs or revenue officials of Namibia and South Africa) were on site to **inspect commercial shipments and freight documentation**. Although Ghanzi is inland, away from the border, the operation captured transit freight data because trucks traveling the Trans-Kalahari Corridor still must carry customs documents (such as permits, bills of entry, or customs transit bonds). Over the three days, the customs team processed **564 shipments** passing through the checkpoint. These shipments had a **combined invoiced value of approximately P87 million** Botswana Pula (roughly equivalent to \$7.5 million USD), underscoring the high economic importance of this route. On average, each shipment was valued around P185,000.00.

The breakdown of trade by nationality of the transport operator or origin of goods is telling. Botswana-linked trade constituted the largest share by value (about **P30 million** worth of goods, or ~34% of the total) during this period.

South African-origin goods were close behind at **P25 million**, and Namibian at **P15 million**. Zimbabwe was also a notable participant with around **P12 million** in goods transported (likely reflecting transit goods to or from Zimbabwe). These four nations together accounted for roughly 90% of all trade value recorded in the operation. The data reflects how the TKC serves multiple trade flows simultaneously: **Botswana uses the corridor for trade with South Africa and Namibia, Namibia trades through Botswana to South Africa, and some goods even move from Namibia through Botswana onward to Zimbabwe and vice versa**. For example, one truck intercepted was carrying **28 tons of frozen fish from Namibia destined for Harare, Zimbabwe** - illustrating a complex intra-African trade route facilitated by the corridor. Another example was South African origin treated timber poles in transit through Botswana to Namibia. Such movements reinforce the TKC's role as a conduit for regional trade, beyond just the three core countries.

From a compliance perspective, **customs enforcement found generally high adherence to the rules**. Nearly all shipments had proper documentation, and there were **no major smuggling incidents reported** during the operation. However, customs officers did identify a few irregularities and took corrective actions:

- In some cases, **incomplete or improperly filed customs paperwork** was detected. For instance, one entry in the records shows a "NOT CAPTURED" remark for certain fields, implying the driver initially lacked a properly captured customs reference. Customs officers ensured these were rectified before the vehicle proceeded.
- **Vehicle import compliance:** One South African national was driving a Lesotho-registered private vehicle, which raised questions about import clearance. The individual was pulled aside, and it was verified that the vehicle was being used legally (the driver produced proof of the vehicle's status), so he was allowed to continue. This illustrates customs checking for **possible illegal importation or temporary import** violations

(ensuring foreign vehicles within Botswana have either transit status or import permits as required).

- **Overloading and road levy enforcement:** Customs or transport weighbridge officials (often working together) weighed goods vehicles. At least one truck was found to be **overloaded** beyond legal weight limits. This truck was sanctioned – it had to pay an overloading fine of BWP 2,000, plus an excess road usage fee of BWP 8,842 (calculated based on the excess weight and distance). A total penalty of **BWP 12,842.44** was imposed in that case, combining the fine and the road maintenance levy. Such enforcement protects infrastructure by deterring

overweight vehicles that can damage roads.

- **Customs detentions:** A few vehicles were temporarily **detained** on site due to customs issues – for example, **two trucks carrying mining machinery were held until proper importation documents could be verified or produced**. These trucks were allowed to continue their journey only after the required paperwork (customs import declarations) was presented, ensuring no illicit or undeclared goods entered the country. Similarly, a 50kg sack of used shoes and a 45kg bale of used clothes were stopped pending import documents, as noted by Botswana Unified Revenue Service (BURS) officials in a related operation. While these particular instances come from a prior report, they illustrate the type of actions taken if documentation isn't in order: the goods/vehicles are held and only released upon compliance.

Overall, the **Customs team cleared a large volume of trade with minimal disruption**, balancing enforcement with facilitation. The high values and shipment counts show that the operation did not unduly stifle trade – compliant transporters were processed efficiently, while the few issues that arose (paperwork glitches, overweight loads) were effectively handled. Customs officers working alongside traffic police also meant that any suspicious findings in vehicle inspections (e.g., hidden compartments or undeclared cargo) could be immediately investigated, though none of major note were reported in this operation.

By the end of the JLEO, the customs department's presence helped **safeguard revenue (through fines and ensuring proper duties would be paid where applicable)** and **protect the legal flow of goods**. The combined enforcement at a single checkpoint gave a holistic picture of corridor trade over those days, offering data that can be used for risk assessment and planning future enforcement. It highlighted that the bulk of corridor trade is legitimate and well-documented, even as it pinpointed a few areas (like data capturing and permit management) that could be improved.

3.4. Immigration and Border Security

Immigration officers from the Botswana Department of Immigration (with participation from South African Home Affairs and Namibian counterparts) were present to **screen individuals** (drivers, co-drivers, other travelers) and ensure the lawful movement of persons. During the operation, an estimated **205 individuals were checked or processed by Immigration** officials. This included verifying passports, visas, work permits, and cross-border permits for drivers. Although the checkpoint was not at an international border crossing, many drivers on the TKC are foreigners, and their right to be in the country and operate commercially must be confirmed.

The immigration team's role was crucial in addressing the **"people" aspect of cross-border compliance**. Here are the key observations and actions from Immigration during the JLEO:

- **Document Verification:** Every foreign national encountered (and some Batswana who were part of international crews) had their passport or national ID and any relevant permits checked. The officers used mobile equipment to scan passports and check entry stamps or visas. In general, most drivers had their paperwork in order, reflecting professional cross-border transport operations. However, there were exceptions. For instance, **at least one foreign driver was found to be working in Botswana without a valid work permit.** This case involved a Zimbabwean national engaged in transport operations inside Botswana – immigration laws require foreign drivers who do intra-country routes to have a work permit. Upon discovery, the individual was **charged with working without a permit** according to immigration law. Such a charge typically involves a fine (and could lead to a court appearance or deportation in more severe cases).
- **Undocumented Persons:** There were no large numbers of undocumented passengers reported, but JLEOs in the past have caught people traveling without proper papers. In this operation, **no mass arrests** for illegal immigration were noted (unlike a previous operation in South Africa that arrested four undocumented persons in one day, the Ghanzi operation did not report similar incidents). This might indicate that the corridor traffic at this time consisted mainly of legitimate commercial operators and their staff.
- **Cross-Border Permits:** Commercial drivers on international routes often need a cross-border permit (for example, a **SADC driver permit** or a temporary import permit for their vehicle if it's foreign-registered). Immigration, in collaboration with transport authorities, checked for these permits. One notable scenario was ensuring **Lesotho or Swaziland drivers, or any non-SADC license, had the proper authorization.** No specific violation was recorded on this front in the summary, suggesting good compliance; drivers had the right **Carnet** or **Inter-State Road Transport** permits as needed.
- **Stowaways and Human Trafficking:** Officers also discreetly inspected trucks (with the help of police) for any hidden persons. While none were reported found in this operation, this scrutiny adds a layer of security against human trafficking or people sneaking across borders.

The presence of 20 immigration officials (as was the case in a comparable operation) allowed thorough coverage, operating in shifts to cover all hours of the operation. They collaborated with the police when an arrest or further action was required. For example, when the driver without a work permit was identified, immigration worked with local police to process the charge and ensure the individual complied with whatever legal process followed (such as paying a fine).

The **immigration component thus ensured that persons moving along the**

corridor were doing so lawfully. This is vital not only for legal reasons but also for national security. By catching a work permit violation and any minor passport issues, the team upheld Botswana's immigration laws. Moreover, their involvement meant drivers from neighboring states were treated according to agreed protocols, exemplifying regional cooperation: Namibian and South African authorities present could directly assist or liaise if one of their citizens had an issue.

In summary, Immigration's analysis of the operation is that **compliance was generally high, with a few exceptions.** The fact that foreign drivers were subject to checks inland reinforces the message that one cannot simply bypass border regulations by avoiding the border post – checks can happen anywhere. For future operations, immigration data can help identify if certain routes are used for illicit entry, though in this event, no such pattern was evident. The one significant case (illegal work without a permit) demonstrates the value of these joint ops: it's an issue that a traffic cop or customs officer alone might not detect, but with immigration on hand, it was promptly addressed.

3.5. Dangerous Goods Inspections

Transport of **dangerous goods (DG)** – such as fuel, chemicals, or other hazardous materials – is a specialized area of enforcement. During the JLEO, officers (including those from fire services or transport departments specializing in DG) focused on any truck carrying placards indicating flammable, toxic, or otherwise hazardous cargo. Approximately **12 vehicles carrying dangerous goods** were identified passing through the Ghanzi checkpoint (in the three days), comprising about 5 Botswana trucks, 5 Namibian trucks, and 2 South African trucks. These included fuel tankers and trucks with chemical fertilizers or industrial gases, for example.

A notable challenge identified is that **Botswana currently does not have its own national regulations specifically governing dangerous goods transport by road.** Unlike South Africa, which requires permits and special compliance (e.g., fire department clearance, driver training certifications) for dangerous goods transport, Botswana has been in the process of developing such regulations. As a result, enforcement of DG standards in Botswana relies on general road safety laws and on the requirements of neighboring countries. It was observed that **if a Botswana carrier is transporting hazardous materials into South Africa, they must comply with South African regulations (such as registering for a fire permit),** but within Botswana, the same level of regulation may not yet be mandatory. This regulatory gap was **noted by the inspection team** as an area needing attention for harmonization.

Despite the above, **all identified dangerous goods vehicles were subjected to thorough inspections.** The teams checked for:

- Proper **hazard placards** on the vehicle (to identify the type of dangerous goods

carried).

- Availability and validity of **fire extinguishers** on board (and whether drivers knew how to use them).
- The presence of **spill kits or other emergency equipment** as required by international best practices.
- Driver qualifications - for example, whether drivers had undergone hazardous goods transport training (in line with South African/European ADR standards), if applicable.
- Any obvious leaks or unsafe storage. (No leaks or incidents were reported.)
- Documentation, such as safety data sheets for the cargo or special permits.

Encouragingly, there were **no major violations** found among the dangerous goods carriers during this operation. The vehicles were largely in compliance with the standards that the inspectors checked. For instance, **all tankers carrying fuel had the requisite hazard labels and carried the appropriate fire suppression tools**, and drivers were aware of the nature of their cargo. In one case, a driver carrying chemicals demonstrated the vehicle's required Tremcard (transport emergency card), which details how to respond in an accident, indicating good compliance with protocol. However, because Botswana's own DG regulations are pending, the officers could **only enforce to the extent of general safety rules**. They did make note that Botswana-registered dangerous goods trucks would need to meet RSA requirements at the border - meaning Botswana companies are effectively following foreign rules for now. This situation underscores a *recommendation* that came out of the operation: for unified corridor safety, **Botswana should expedite adopting formal hazardous materials transport regulations**, so that enforcement can be uniform from the point of origin through to the destination.

In summary, the Dangerous Goods inspection component of the JLEO ensured that the small subset of vehicles carrying potentially high-risk loads was checked and found to be in a safe condition. No accidents or incidents occurred, and the operation served as a live test of inter-agency coordination - e.g., in case of a problem, fire and emergency personnel were on standby. It also highlighted a policy gap for Botswana, which, if closed, will lead to even safer transport of such goods on the TKC. Given the seriousness of what could happen with dangerous goods (fires, explosions, environmental damage), the flawless record during this operation (no leakages or non-compliance events) is a positive outcome.

3.6. Environmental Health and Safety (Food & Health Inspections)

Officials from Environmental Health departments (including Botswana's Ministry of Health

inspectors and municipal health officers) participated to ensure that **public health regulations** were upheld. Their focus was on vehicles carrying **food products, beverages, or other goods with health implications**, as well as on the general hygiene at the checkpoint. During the operation, they inspected many trucks for cleanliness and for the presence of required health documentation, such as the Certificate of Acceptability for food conveyance.

Key findings from environmental health inspections:

- **Hygiene of Transport Vehicles:** A wide range of vehicle types were inspected, including refrigerated trucks (carrying perishable foods), open trucks carrying livestock, and vans transporting dry goods. Inspectors rated each vehicle's hygiene conditions. Many were found *satisfactory*, but some were *not satisfactory*. For example, among the trucks inspected, **12 were noted as having satisfactory hygiene conditions while 4 were marked not satisfactory** (the remainder had various intermediate descriptors). Issues that could lead to a "not satisfactory" rating include dirty cargo holds, evidence of pests, or improper storage of food items (e.g., meat not properly iced). One **station wagon** found carrying food was marked as having good hygiene, whereas one truck was flagged for poor cleanliness.
- **Certificate of Acceptability (COA):** In Botswana (and similarly in RSA), any vehicle or facility handling food for public consumption is expected to have a **Certificate of Acceptability** indicating it meets hygiene standards. The inspectors checked if trucks carrying foodstuffs had these certificates. The results showed a significant compliance gap: out of all vehicles carrying food that were checked, **the majority did not have a valid COA on hand**. Specifically, **7 trucks had their COA available, whereas 19 trucks did not** have the certificate present. Smaller vehicles (like mini-trucks, vans) similarly lacked COAs in almost all cases. Only the specialized refrigerator trucks tended to have their paperwork in order (e.g., one refrigerated truck had a COA, another did not, so 50% compliance in that category). This finding is concerning because a missing COA might indicate the transporter has not been inspected for hygiene compliance by health authorities, which could mean food could be contaminated or spoiled without oversight.
- **Validity of Certificate of Acceptance (COA):** Even among those who did produce a COA, inspectors looked at whether it was current or expired. They found a couple of cases where the certificate had expired. For instance, **2 trucks had expired certificates** that were no longer valid. And 17 trucks had no certificate at all (which overlaps with the earlier count of 19 not available; it implies a few may have had expired ones considered separately).

- **Food Safety Handling:** Inspectors also checked if food items were being transported at safe temperatures and segregated properly. For refrigerated vehicles, thermometers were checked - it was noted that vehicles equipped with temperature gauges generally maintained them well. **One "Truck with Temperature Gauge" was inspected, and it not only had a COA but also maintained proper temperature control for its cargo.** This suggests that professional food transporters are following standards, whereas ad-hoc transport (like someone carrying meat in a regular truck) has more issues.
- **Enforcement actions:** The environmental health officers typically do not fine on the spot like traffic police; instead, they can issue warnings or even prohibit further transport if conditions are egregious. In this operation, no trucks were impounded solely for hygiene, but the officers did issue **warnings and education** to drivers without COAs or with subpar cleanliness. Drivers were informed how to obtain a Certificate of Acceptability from local authorities and why it's important. In cases of minor issues (like a clean-looking truck that just hadn't been certified), they were allowed to proceed with advice to comply in the future. For significant issues (perhaps those 4 "not satisfactory" cases), the information would be relayed to the destination authorities to check the cargo on arrival, and the operator could face follow-up inspection.

The findings indicate a need for **better enforcement of health regulations in transport**. The fact that *nearly three-quarters of the food-carrying vehicles lacked a COA* is a red flag - it implies that a lot of food is moved without formal health safety oversight. This can pose risks, for example, in the spread of foodborne illnesses or spoilage. The operation thus highlighted to national authorities that more routine checks (even outside JLEOs) might be warranted for such vehicles.

It's important to note that this kind of inspection is a relatively newer component in these joint operations, reflecting a holistic approach to corridor management (not just policing traffic and crime, but also protecting consumers and the public from substandard practices). **Environmental health officers concluded that standardizing hygiene requirements and strictly enforcing the need for Certificates of Acceptability are necessary steps going forward in the corridor.** In other words, a recommendation from this analysis was to tighten the regulatory net so that food transporters comply uniformly with health standards (perhaps linking COA checks with routine roadblocks). This will improve food safety without significantly hampering trade, as obtaining a COA is a straightforward process if one maintains basic hygiene.

In summary, the Environmental Health section of the JLEO ensured that **food safety and public health were not overlooked amid the focus on traffic and trade**. They

identified a prevalent issue (lack of certificates) and provided both immediate mitigation (education, warnings) and long-term feedback to authorities (the need for stricter enforcement and harmonized standards). The data collected serves as evidence to stakeholders that more attention must be paid to this aspect of corridor operations to protect consumers in all three countries.

3.7. Agriculture and Quarantine (Livestock and Plant Inspections)

Agricultural officers, including veterinarians, animal health inspectors, and plant health/quarantine officials, took part in the operation to monitor the movement of **livestock, animal products, and plant materials** across the corridor. Given that the TKC passes through foot-and-mouth disease-controlled areas and that agricultural goods trade heavily on this route, this team's role was critical for **preventing the spread of animal diseases, invasive pests, and ensuring compliance with veterinary and phytosanitary regulations**.

During the operation, the agriculture inspection unit handled **27 recorded cases of agricultural goods transport** (as per their log entries). These ranged from local movements to cross-border transits. Some of the typical checks and findings were:

- **Livestock Movements:** Several trucks carrying live cattle or goats were stopped. In Botswana, being a cattle-producing country, it's common to see cattle in transit. Inspectors checked for **animal movement permits** - official documents that authorize the transport of livestock from one district to another or for export, often to control disease spread. Most drivers had the necessary permits, but **a few did not**. In one notable case, a vehicle transporting **eight cattle** had **no movement permit, and the cattle did not have the required zonal clearance brand** (a mark showing they originated from a disease-controlled zone). This is a serious violation in veterinary terms. The officers responded by **advising the driver and escorting the vehicle to turn back** to its origin; those cattle were **not allowed to proceed further until proper documentation and health checks were done**. Essentially, that prevented a potentially risky movement that could have bypassed disease control measures. Another case involved a small pickup with **dogs** being moved locally; while this is less regulated, it was noted for local animal movement records (and the driver was educated on vaccination documents for pets).
- **Agricultural Products (Plants and Plant Products):** Trucks carrying plant materials, like **treated wooden poles (gum poles)** and **bags of grain or salt**, were also inspected. Plant health officers looked for signs of pests (e.g., wood boring insects in timber) and for permits like phytosanitary certificates when required. One truck coming from South Africa, loaded with **treated gum poles** en route to Namibia, had

the correct treatment certificates (since treated wood must be certified pest-free) and was allowed transit. However, if untreated raw wood or soil had been present, it would have been stopped without a phytosanitary permit. In the logs, movements of **36 tons of salt** from Namibia through Botswana to South Africa are noted – salt generally isn't a biosecurity risk, and those went through after customs checks.

- **Animal Products and By-products:** There was at least one truck carrying **28 tons of frozen fish from Namibia headed to Zimbabwe**, as mentioned earlier. Fish are animal products that require export permits and veterinary import permits on the other side. The paperwork for this was verified. Another entry showed a cargo of **copper (probably ore or cathodes)** which, while not agricultural, was logged – likely just noted by inspectors in passing, though it's inert and not a quarantine concern.
- **Compliance and Offences:** On the whole, **compliance with agricultural documentation was good**, but **two significant offences were recorded**. The first was the one with cattle lacking a movement permit (addressed by turning them back). The second was a case where a **driver failed to produce an animal movement permit and also did not have a fire extinguisher in a vehicle carrying livestock** (which is required safety equipment). For this, the authorities allowed the driver to proceed only under the condition that he **produce the permit at the next veterinary checkpoint**, and likely issued a warning/fine for the missing fire extinguisher equipment. Additionally, one driver of a cattle truck **did not have a valid driver's license present** – that was handled by the traffic police on site, who charged the driver accordingly for driving without a license.
- **Quarantine Station Collaboration:** It's worth noting that Ghanzi is near a veterinary disease control barrier (the "red line" in Botswana for foot-and-mouth disease zone). The JLEO team coordinated with the permanent veterinary **checkpoints in the area (at Takatchila Gate, etc.)** to ensure any action they took was harmonized. For example, if an offender was turned back, the quarantine station was informed to expect that vehicle's return. If something slipped past earlier, it was caught here (though no such case was cited this time).

The **Agriculture team's efforts ensured that no unlawful or high-risk biological materials slipped through**. They effectively prevented at least one possibly illegal cattle movement that could have had animal health implications. Given that Botswana's beef industry (and those of neighboring countries) can be severely impacted by diseases like Foot-and-Mouth, such vigilance is economically and ecologically important. Likewise, preventing unpermitted items (like uninspected plant products that might carry pests) helps all three countries avoid the spread of invasive species.

A key insight from the agricultural inspections is the importance of **driver awareness**. Some of the drivers found without proper permits did not appear to be

maliciously evading rules but perhaps were unaware of all requirements (for example, a local farmer moving a few cows might not realize a permit is needed). Thus, the officers not only enforced but also educated them - explaining how to obtain permits from veterinary offices and why these rules exist.

Overall, the Agricultural/Quarantine component of the JLEO maintained the **biosecurity integrity of the corridor**. It complemented customs enforcement by focusing on health/sanitary documents rather than just monetary or tariff aspects. The multi-country nature of the operation was evident here too: Namibian, South African, and Botswana agricultural officials exchanged information on any prior notices (e.g., if South Africa had recently rejected a certain export due to disease, Botswana inspectors would be aware to check for it). The operation demonstrated effective inter-agency cooperation in protecting both **food security and trade in agricultural goods**. By the operation's conclusion, the team's report recommended sustained vigilance and possibly more frequent surprise checks on livestock transport, since that's where most infractions were found.

4. Key Findings

Summary of Insights: The JLEO in Ghanzi delivered a wealth of information about corridor operations. It became clear that **road safety enforcement needs to focus on local drivers** who, often due to familiarity or complacency, violate rules more frequently than foreign drivers. On the positive side, the corridor handled **massive trade flows efficiently** - proving that enforcement and trade facilitation can go hand in hand when done smartly. The multi-disciplinary nature of the operation was vindicated by the range of issues addressed: one agency alone could not have identified all the compliance problems that were jointly discovered. However, the findings also pointed out specific weaknesses, especially in **public health compliance (hygiene of transported goods)** and in **regulatory frameworks (like Botswana's dangerous goods policy)**, which, if corrected, would further strengthen corridor safety and security. In essence, the operation not only caught offenders in the moment but also illuminated where longer-term improvements are needed.

5. Recommendations

Based on the analysis and key findings above, the following recommendations are put forward to enhance future operations and overall corridor management:

1. **Strengthen Local Compliance Efforts:** Launch targeted initiatives in Botswana to improve compliance among local drivers and transport operators. This could include **awareness workshops for fleet operators**, stricter routine inspections of domestic buses/trucks, and follow-up enforcement against repeated offenders. Emphasis should be on improving vehicle roadworthiness (e.g., tire, brake, and light conditions) and ensuring mandatory documents (license

discs, permits) are always up to date. By raising the baseline compliance of Botswana's transport fleet, the disparity in offences can be reduced in future JLEOs.

2. **Sustain Joint Enforcement Operations:** Continue conducting regular multi-agency, multi-country operations on the TKC - ideally at least annually in each member state, as per the MoU, if not more frequently. The Ghanzi operation showed that a **coordinated approach yields comprehensive enforcement**. Member states should heed the call from local leaders to **invest more resources in such operations** to create a safer corridor environment. This means ensuring adequate staffing, equipment (e.g., weighbridges, patrol vehicles), and logistical support so that these JLEOs can be executed smoothly and possibly extended to other key corridors.
3. **Harmonize Dangerous Goods Regulations:** Accelerate efforts to harmonize and implement dangerous goods transport regulations across Botswana, Namibia, and South Africa. Specifically, **Botswana should finalize and enforce its dangerous goods transport policy** in line with SADC guidelines and neighboring countries' laws. This will ensure that hazardous materials are handled with consistent safety measures throughout the journey, not just when trucks cross into a country that has regulations. Harmonization would include standardized requirements for vehicle placarding, driver training/certification, emergency equipment, and permits for all carriers of flammable, toxic, or otherwise dangerous cargo.
4. **Enhance Public Health Enforcement:** Address the gaps in food and health safety compliance by making COA (Certificate of Acceptability) enforcement a routine part of transport checks. It is recommended to **integrate health inspectors in more roadblocks** and empower them to issue fines or prohibitions for non-compliance, as currently their actions are limited to warnings. Additionally, undertake an awareness campaign for logistics companies about the legal requirement of COAs. Stricter **"no-go" rules should be applied - e.g., vehicles without a valid COA for food transport should be barred from carrying perishable goods until they obtain one**. Standardizing hygiene inspection descriptors and enforcement procedures will improve food safety along the corridor.
5. **Improve Data Collection and Inter-Agency Communication:** During this JLEO, it was noted that some data fields were recorded as "Not captured", and information had to be manually consolidated post-operation. To streamline this, agencies should adopt **digital data capture tools on-site (tablets or connected systems)** so that all information on offences, warnings, and actions

is recorded in a central database in real time. This will reduce human error (no missing fields) and allow instant information sharing among agencies. For example, if a customs officer flags a vehicle for follow-up at the destination, the info can be immediately relayed to that station. Improving data management will also aid in analyzing trends over multiple operations, thereby sharpening future enforcement focus.

6. **Driver and Stakeholder Education:** While enforcement during the operation is critical, a longer-term recommendation is to continuously educate those who use the corridor. **Drivers, transport companies, and traders should be regularly updated on the rules and best practices.** This can be achieved by distributing updated guidelines at border posts, holding pre-holiday road safety briefings, and engaging industry associations. Educational efforts should particularly focus on areas flagged by this operation: vehicle maintenance, document compliance, obtaining the correct permits (animal movement, work permits, etc.), and maintaining hygiene in transport. If stakeholders understand the requirements and the reasons behind them, voluntary compliance will likely improve.
7. **Leverage Multi-National Coordination:** The success of the joint operation reinforces the need for strong TKC governance. It is recommended that the **Trans-Kalahari Corridor Management Committee (TKCMC)** use these findings to inform its strategic plan. Specifically, member states should consider forming *permanent multi-national teams* or contact points for corridor issues – for example, a tri-country rapid response team for any major incident on the corridor, or a shared database of habitual offenders accessible to all three countries. Also, when one country tightens a regulation (e.g., Botswana introducing a new road safety law), the information should be quickly disseminated through TKC channels so that enforcement during JLEOs can be uniform.

By implementing these recommendations, the three countries can greatly enhance both the effectiveness of future joint operations and the day-to-day safety and efficiency of the Trans-Kalahari Corridor. Many of these recommendations also align with broader SADC objectives of harmonizing transport standards and improving cross-border cooperation, thereby contributing not only to national safety goals but also to regional integration and trade facilitation.

6. Conclusion

The Botswana-led Joint Law Enforcement Operation in July 2025 achieved its core mission of creating a safer, more compliant Trans-Kalahari Corridor, while also highlighting areas for ongoing improvement. Through collaborative enforcement, the operation addressed a comprehensive range of issues – from traffic violations and vehicle safety to customs compliance, immigration

control, public health, and agricultural quarantine. It demonstrated the power of a united, multi-agency approach: each department's actions reinforced the others, yielding a result that no single agency could have accomplished alone.

In concrete terms, the JLEO's impact can be seen in several ways. Unsafe vehicles were taken off the road or ordered to fix faults, preventing possible crashes. Drivers and companies were held accountable for regulatory breaches, which sends a strong deterrence message across the transport community. At the same time, law-abiding transporters moved through with relatively little delay, showing that enforcement need not choke trade. The large volume of goods (nearly P87 million worth) that traversed the checkpoint during the operation is testament to that balance - the corridor kept flowing even as rules were stringently enforced.

The operation underscored that there are systemic strengths on which to build: regional truck drivers are generally professional, most trade is legitimate, and the TKC remains a vital economic artery with robust usage. It also brought certain weaknesses to light: notably, the uneven compliance by local vs. foreign drivers, and lapses in ancillary areas like food transport hygiene and permit awareness. A key takeaway is that enforcement on the corridor is not a one-time event but a continuous process of improvement. Each JLEO provides data and experience that should feed into reforms - whether it's updating a law, improving training, or tweaking the operation of future roadblocks.

From a broader vantage, operations like this JLEO contribute directly to the long-term vision of the TKC. By ensuring rules are followed and safety is prioritized, they help simplify and harmonize the movement of goods and persons on the corridor, which in turn reduces transportation costs and transit times for the law-abiding majority. In essence, consistent enforcement and compliance create a level playing field: operators who invest in safety and legality are not undercut by those who don't, and trade can flourish on predictable terms. This promotes deeper regional integration and economic development, as safe and efficient corridors are the veins of intra-African commerce.

In conclusion, the Ghanzi JLEO was a success in both its immediate outcomes and its longer-term contributions. It made the corridor safer during its operation days and set the stage for safety in the days to follow by correcting behaviors and informing policy. The collaborative spirit shown by Botswana, Namibia, and South Africa's officers is a model for regional cooperation. Moving forward, sustained commitment to joint operations, coupled with the implementation of the recommendations provided, will ensure that the Trans- Kalahari Corridor continues to be a model of a secure, efficient trade corridor in Africa - one where road safety, compliance, and facilitation of trade go hand in hand. The lessons learned here will not only benefit the TKC but can be shared across other corridors, amplifying the impact of this operation beyond its geographic span. Ultimately, maintaining this momentum will help achieve the shared goal of a seamless, safe, and prosperous transport corridor for all member states and users.

11.1.9 **REQUEST TO APPROVE THE ALLOCATION OF ERF 8425 EXTENSION 30, SWAKOPMUND TO MR IVAN COTLEY GAESEB IN LIEU OF ERF 8426**
(C/M 2025/10/30 - E 8425, E 8426)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.1** page **03** refers.

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

1. **PURPOSE**

The purpose of this submission is to request Council's approval to allocate Erf 8425, Ext 30, Swakopmund, to Mr Ivan Cotley Gaeseb in lieu of Erf 8426.

2. **INTRODUCTION**

The social house of Mr Ivan Cotley Gaeseb was built on Erf 8125, Ext 30, Swakopmund, instead of Erf 8426. Attached as **Annexure "A"** is the locality map and aerial photo as **Annexure "B"**

3. **BACKGROUND**

The Social Housing Project was part of the 40/40 project initiative. The construction of the first 48 houses by Messrs Kashona Properties and Messrs Power Oyeno commenced in 2021. The allocation of the 48 erven was approved by Council on **28 October 2021** under item 11.1.18.

The beneficiaries selected the houses based on affordability. The lists (**Annexure "C"**) were shared with the Engineering and Planning Services Department and Messrs. Kashona Construction and Messrs Power Oyeno.

Mr Ivan Cotley Gaeseb is registered on Erf 8426 (Erf 686 on the old layout), and he selected a type B house consisting of 1 bedroom, a shower, and a toilet.

4. **CURRENT SITUATION AND DISCUSSION**

The new cadastral layout of Ext. 27, 29, and 30 make provision of the following new erven:

No	Erf No	SQM
1	8133	311
2	8142	302
3	8124	316
4	8115	328
5	8434	308
6	8425	337
7	8416	301
8	8407	333

The erven listed were meant to be allocated to the overspill residents whose erven no longer exist due to changes in the new cadastral layout.

During the allocation process, it transpired that the social house of Mr Ivan Cotley Gaeseb was built on Erf 8425 (337 m²) instead of Erf 8426 (401 m²),

Extension 30, Swakopmund. A memo dated **02 October 2024 (Annexure "D")** was sent to the GM: Engineering and Planning Services Department to provide affirmation of the correctness of the erf where the house of Mr Gaeseb was constructed. To date of drafting this submission, no feedback has been provided. The house is constructed incorrectly on Erf 8425 and cannot be demolished. It is proposed that it be swapped with Erf 8426 Ext 30, Swakopmund.

The Finance Services Department will be informed once the exchange of Erf 8426 and 8425 is approved to adjust the rates and taxes payable by Mr Gaeseb according to the size of Erf 8425 (337 m²), which is lesser than Erf 8426 (401 m²). Mr Gaeseb will be required to accommodate the rest of his family, who are currently occupying Erf 8426 on Erf 8425, and surrender Erf 8426 to Council and ensure that the area is clean of all debris.

TRANSFER INSTRUCTION FOR ERF 8426

On **05 April 2023**, instruction (**Annexure "E"**) was sent to Messrs Conradie & Damaseb to transfer Erf 8426, Ext 30, Swakopmund, to Mr Ivan Gaeseb. The erf number reflecting on the Deed of Donation and Loan Agreement will be amended to read Erf 8425, and the size, being 337m², after the decision below is passed.

5. PROPOSAL

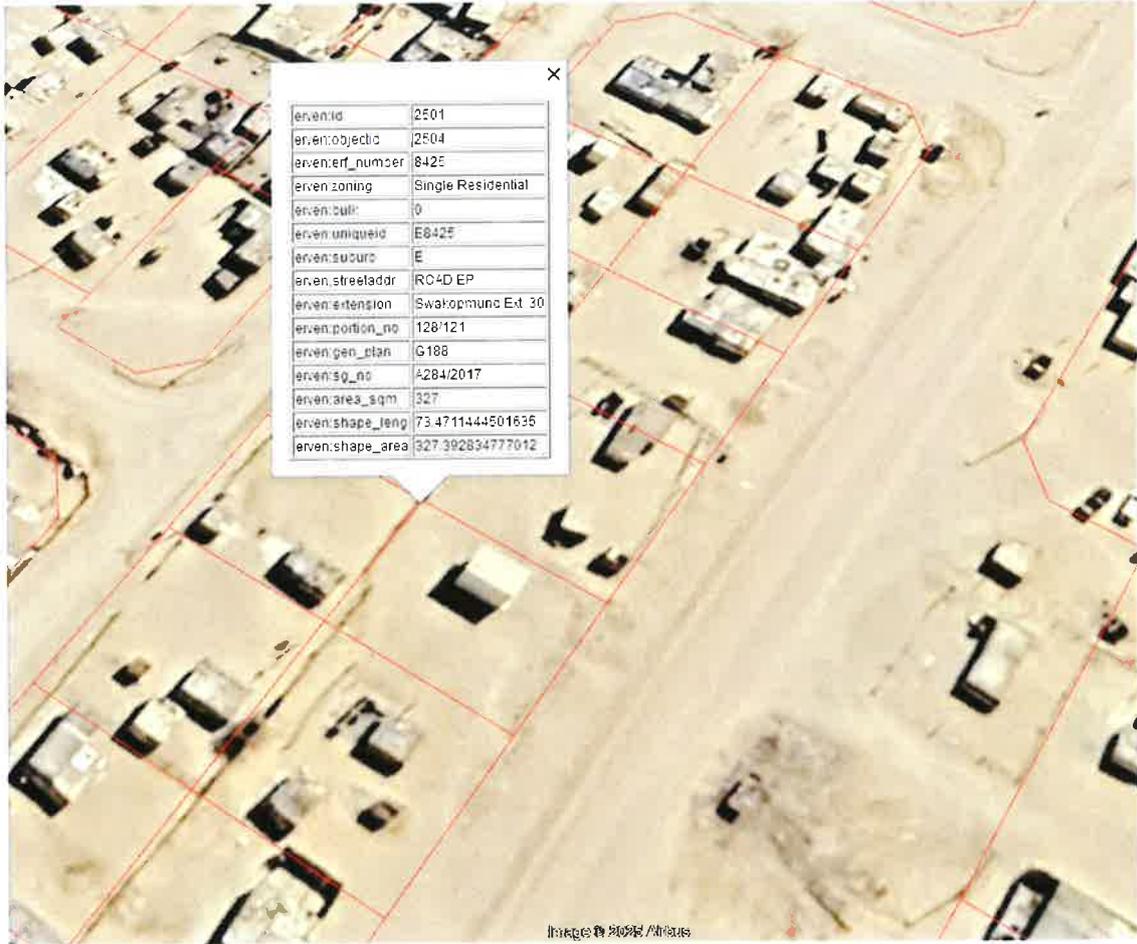
In order to rectify the omission and to eliminate any cost, it is proposed that Council approves the allocation of Erf 8425 (337 m²) to Mr Gaeseb in lieu of Erf 8426. Mr Gaeseb must, however, first surrender Erf 8426 back to Council.

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

RECOMMENDED:

- (a) That Council takes note that the Social House (under the 40/40 Project) intended to be allocated to Mr Ivan Cotley Gaeseb was wrongly constructed on Erf 8425 instead of Erf 8426, Extension 30, Swakopmund.**
 - (b) That Council approves the allocation of Erf 8425 (337m²) to Mr Ivan Cotley Gaeseb in lieu of Erf 8426 (401m²), Extension 30, Swakopmund.**
 - (b) That Mr Ivan Cotley Gaeseb surrender Erf 8426 back to Council in a clean and good condition to the satisfaction of the Engineering & Planning Services Department, before Erf 8425 is transferred.**
 - (c) That an addendum to the agreement reflecting the required changes be provided to Mr Gaeseb for signature.**
-

ANNEXURE "B"



ANNEXURE "C"

Kashona Construction	IDENTITY No	ERF	EXTENTION	SQM	AMOUNT
Gom Khaiseb F	74042200192	8037	(Extension 29), Swakopmund	601	7% 80 520.32
Jonas A	621211110199	7491	(Extension 27), Swakopmund	623	7% 100 641.46
Skrywer N	64042000096	8120	(Extension 29), Swakopmund	363	7% 64 080.66
Amamus B	72081210045	7899	(Extension 29), Swakopmund	367	7% 103 790.62
Aoxarnus M	80012610348	7298	(Extension 27), Swakopmund	611	7% 104 731.41
Immanuel M	53062400080	8143	(Extension 29), Swakopmund	322	7% 100 280.44
Ujerua M	68080100160	7436	(Extension 27), Swakopmund	310	7% 97 693.42
Nghiyalasha O	71121610080	8127	(Extension 29), Swakopmund	313	7% 103 422.43
Hanyemutukwete P	75102000535	8052	(Extension 29), Swakopmund	428	7% 63 028.69
Griseb D S	54020300267	7913	(Extension 29), Swakopmund	596	7% 63 209.63
Guruses C	67020900283	7877	(Extension 29), Swakopmund	630	7% 98 829.49
Gaeseb I	79100500135	8426	(Extension 30), Swakopmund	401	7% 84 509.71
Tsuses A	71122501048	7862	(Extension 29), Swakopmund	486	7% 102 168.43
Sheemange T N	77062300330	7302	(Extension 27), Swakopmund	603	7% 101 973.15
Kapembe E H	79012010500	7923	(Extension 29), Swakopmund	423	7% 104 200.83
Nghishovaleka M	75091900748	7344	(Extension 27), Swakopmund	328	7% 104 586.24
Thomas E	55021000896	7345	(Extension 27), Swakopmund	308	7% 98 564.45
Tlombe M	70080710131	7386	(Extension 27), Swakopmund	352	7% 80 750.00
Andreas T	78041610021	8121	(Extension 29), Swakopmund	310	7% 101 973.15
Angula P	70121000370	8437	(Extension 30), Swakopmund	306	7% 62 628.94
Hairbondi M P	49072700074	7397	(Extension 27), Swakopmund	438	7% 105 211.54
Kangube G H	82080910795	8408	(Extension 30), Swakopmund	446	7% 102 748.36
Hamundja S	81120510589	7499	(Extension 27), Swakopmund	392	7% 65 654.68
Longer R	70022600515	7433	(Extension 27), Swakopmund	311	7% 81 826.11
					2 177 024.16

POWER OYENO

Name & Surname	ID Number	Erf No	Erf Description	GP	Erf Size	Interest Rate	Erf Price	Type
Jackson Mberinua	71122400497	8197	(Extension 30)	G188	304	7%	81 463.13	Type B
Christine Kavari	6801080600460	8196	(Extension 30)	G188	331	7%	83 615.24	Type B
Abraham Ndaendapo	83011010285	7317	(Extension 27)	G185	630	7%	65 562.68	Type C
Sebastian Immanuel	69080802077	7300	(Extension 27)	G185	615	7%	65 831.69	Type C
Kleofas Khoe-aob	600727050022	7322	(Extension 27)	G185	610	7%	98 944.58	Type A
Marian M Shipanga	64120900061	7376	(Extension 27)	G185	398	7%	82 673.69	Type B
Isabella Uiras	72081710153	7375	(Extension 27)	G185	413	7%	80 750.00	Type A
Ismael Khoeseb	67080300835	7346	(Extension 27)	G185	312	7%	81 732.14	Type B
Michael S Mukosho	85111010688	8098	(Extension 29)	G187	585	7%	66 369.72	Type C
Riana Uris	82041510177	7880	(Extension 29)	G187	625	7%	97 195.99	Type A
Lonstansia Awases	81051910412	7861	(Extension 29)	G187	594	7%	98 003.03	Type A
Johannes Karob	62010301218	7406	(Extension 27)	G185	364	7%	65 293.67	Type C
Nghihepa Gabriel	78060810097	7518	(Extension 27)	G185	345	7%	99 482.61	Type A
Indileni M Ngesheja	68080601739	7519	(Extension 27)	G185	325	7%	101 365.72	Type A
Isak Moses	64091800688	7530	(Extension 27)	G185	432	7%	80 750.00	Type A
Sylvia Uiras	73010300735	7401	(Extension 27)	G185	364	7%	99 617.12	Type A
Josef K Mulukauli	63110900904	7297	(Extension 27)	G185	619	7%	64 755.64	Type C
Applonia Kharuchas	60103100396	7424	(Extension 27)	G185	333	7%	97 734.02	Type A
Hendrina Swartz	76091310437	8304	(Extension 30)	G188	611	7%	64 890.14	Type C
Willemina So Oabes	69111100850	7855	(Extension 29)	G187	611	7%	99 482.61	Type A
Lebontine Gowases	81070310077	7841	(Extension 29)	G187	359	7%	102 038.25	Type A
Wendelinus Stanley Awiseb	90012800686	8428	(Extension 30)	G188	379	7%	98 944.58	Type A
Loide Ndapewa P Ndapuka	73040401009	7938	(Extension 29)	G187	352	7%	97 195.99	Type A
Samwel Dausab	76071700558	7603	(Extension 28)	G186	308	7%	98 944.58	Type A
							2 072 636.82	



+264 64 410 4200 mhaingura@swkmun.com.na P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO : General Manager: Engineering Department
FROM : General Manager: Corporate Services & Human
DATE : Capital 2024/10/02
REF : **14/2/1/2, E 8426**
SUBJECT: **REQUEST FOR VERIFICATION AND CONFIRMATION OF CORRECT ERF FOR THE SOCIAL HOUSE CONSTRUCTED ON ERF 8426**

We refer to the above subject matter.

This memo serves to inform you of the findings after a site visit to E 8425, Ext. 30, Swakopmund. E 8425 is part of 8 newly created erven as per the new cadastral layout of EXT. 27, 29 and 30.

A memo dated **17/07 2024** requesting the closing of roads crossing over the residential erven is attached with specific reference to E 8425. To date no feedback has been received.

We request your office to verify and confirm whether the Social House, which form part of the first 48 Social Houses is constructed on E 8426 or on E 8425.

The above information is urgently needed to table a submission to Council to rectify any error, amend the agreements accordingly and advise the transfer attorneys of possible changes.

Yours faithfully


Mpsai Haingura
GM: CORPORATE SERVICES & HC

/ca





+264 64 410 4200 | mhaingura@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO : GM Engineering and Planning Services Department
FROM : GM Corporate Services & Human Capital
DATE : 2024/07/17
REF : 14/2/1/2
SUBJECT: CLOSING OF ROADS CROSSING OVER RESIDENTIAL ERVEN

We refer to the above subject matter.

This memo serves to request the closing of roads which cross over the following erven:

Erf 8142 and 8133, Ext. 29, Erongo Street
 Erf 8124 and 8115, Ext. 29, Ngatuwane Street
 Erf 8434 and 8425, Ext. 30, Ekuvatalike Street
 Erf 8416 and 8407, Ext. 30

The abovementioned erven were created by the new cadastral layout. We intend to allocate these erven to overspill residents in DRC who no longer have erven due to the redesign of the location.

In order to avoid any possible accidents, we request that the roads be closed off before we allocate the erven to identified beneficiaries. Kindly provide confirmation of the road closures in order for us to proceed.

Yours faithfully


Mpsai Haingura
 GM: CORPORATE SERVICES & HC
 /ca



CC: Manager: E & Law Enforcement



ANNEXURE "E"



MUNICIPALITY OF SWAKOPMUND

Ref: M 8426

(064) 4104231
 (064) 4104120
 53 Swakopmund

Enquiry: Mr Charles Awaseb

NAMIBIA
 swakopmun.com
 cawaseb@swkmun.com.na

05 April 2023

Conradie & Damaseb Legal Practitioners
 P O Box 275
 SWAKOPMUND
 13001

**SWAKOPMUND MASS HOUSING PROGRAM:
 TRANSFER AND REGISTRATION OF A FIRST MORTGAGE BOND OF ERF 8426,
 SWAKOPMUND, EXTENSION 30 (40/40 HOUSING INITIATIVE –SOCIAL HOUSING)**

We refer to the above subject matter.

Erf 8426, Swakopmund, Ext. 30 forms part of the first 48 Social Houses constructed by Council under the 40/40 Housing initiative. Council is responsible for the payment of transfer and bond registration fees to the Legal Practitioners in one sum whereafter it is levied on the service account of the beneficiary to recoup the amount in 24 months.

Kindly attend to the transfer and bond registration of **Erf 8426 Swakopmund, Extension 30** to **Mr. Gotley Ivan Gaeseb**.

Attached find a copy of the Deed of Donation, Loan agreement and the Identification Document.

Should you have any queries in this regard, please do not hesitate to contact Mr Charles Awaseb at 064- 410 4231.

Yours faithfully,


 Mr. A Plaaijje
 GM: Corporate Services & HC (Acting)
 CC: GM: Finance Department
 /ca



11.1.10 **REQUEST FOR APPROVAL OF A DISCOUNT FOR ARTS PERFORMANCE CENTRE**

(C/M 2025/10/30 - 15/2/7/1/2)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.2** page **12** refers.

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

1. Introduction

A letter has been received from the **Arts Performance Centre (APC)**, attached hereto as **Annexure A**, requesting Council's consideration for a reduced accommodation rate at the Swakopmund Municipal Restcamp for their group of 20 students who will be participating in the Swakopmund Musikwoche from **6-14 December 2025**.

2. Background and Discussion

The Swakopmund Restcamp is a municipal facility that provides accommodation services to the public. As a policy, the Restcamp does not grant discounts over weekends and during peak season, defined as the period between **20 December and 5 January** of each year. The Arts Performance Centre is a registered Non-Governmental Organisation (NGO) that has, for many years, been at the forefront of youth empowerment through:

- *Developing young talent in **music, visual arts, and painting**.*
- *Providing **skills training and development opportunities**.*
- *Positively impacting the lives of young people across Namibia through creative and cultural education.*

The institution's participation in the Swakopmund Musikwoche strengthens Swakopmund's profile as a hub for **cultural, musical, and educational events**, while also contributing to the Council's objectives of promoting **arts, culture, and youth development**.

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

RECOMMENDED:

- (a) **That Council takes note of the provisional booking number 217629 made by the Arts Performance Centre to the value of N\$33,160.00 for the accommodation of 20 students at the Swakopmund Municipal Restcamp during the Swakopmund Musikwoche, from 6-14 December 2025.**
- (b) **That Council provides a 20% discount, amounting to N\$6,632.00, to the booking value of N\$33,160.00 for the Arts Performance Centre, as the period falls outside the Restcamp's designated peak season (20 December - 5 January).**
- (c) **That the Arts Performance Centre be informed that the discount is only applicable if the booking value remains as per the provisional booking number 217629.**



Arts Performance Centre (APC)
P.O. Box 223,
Elverum/2nd Street,
Tsumeb, Namibia
+264 67 220 511

27 August 2025

To: **Mr. A. Benjamin**
CEO - Swakopmund Municipality
Swakopmund, Namibia

Cc: **Mr. E. Khoaseb**
Financial Administrative Officer
Municipal Bungalows

Subject: Request for Discounted Accommodation for APC - Swakopmunder Musikwoche 2025

Dear Mr. Benjamin, Mr. Khoaseb

I hope this message finds you well. I am writing to request your support once again for the **Arts Performance Centre (APC)** as we prepare to participate in the **Swakopmunder Musikwoche**, scheduled from 6th – 14th December 2025. APC is an integral part of Namibia's artistic community, and we would be honoured to take part in this year's event, which provides an essential platform for music education and skill development.

The APC, began as a small initiative in Tsumeb, and over the years, we have grown into a dynamic force in the arts education sector. This progress would not have been possible without the foundational support and leadership you (*Mr. Benjamin*) provided in the early stages. Your guidance helped shape APC into the respected institution it is today, positively impacting youth across Namibia through music, visual arts and painting, and skills development. The foundation you laid continues to influence countless young lives, and we remain deeply grateful for your unwavering commitment.



APC Tsumeb: Office: +264 67 220 511 apctsumeb@gmail.com
Dir. Lis Hidber +264 81 2582520 arts@sweb.com.na
APC Oshikuku: Office: +264 65 254 721 apcoshikuku@gmail.com
Dir. W.S. Wedelinge +264 81 222 8208 w.s.schanga78@gmail.com



11.1.11 **REQUEST FOR APPROVAL OF RENOVATION PLANS: LIGHTHOUSE RESTAURANT ENTRANCE (LOCATED ON REMAINDER OF BLOCK 1 SWAKOPMUND)**
(C/M 2025/10/30 - 4/1/1/5)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.3** page **15** refers.

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

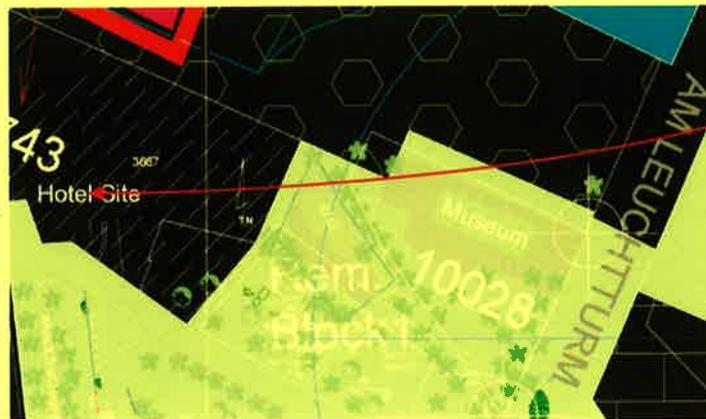
1. **Introduction**

The purpose of this submission is for Council to consider an application received from Mr Q Liebenberg on behalf of The Lighthouse Group dated **29 July 2025** for the renovations to the existing Lighthouse Restaurant entrance (**Annexure "A"**). Quoted below is clause 3.3 of the lease agreement regarding the renovations on leased property:

"3. **Lessee's Responsibility**

3.3 *The lessee shall make no improvements, changes or any other work on the LEASED PROPERTY without first obtaining the written permission of the LESSOR;"* The surface area of the restaurant will remain unchanged.

Below is the map layout of the leased area, indicating the position and zoning.



2. **Background**

On **29 May 2009** Council under item 11.1.16 approved the initial lease period for the Lighthouse Pub and Restaurant to lease a certain portion of land next to the Strand Hotel located on Erf 4743, Swakopmund.

The current lease agreement concluded between Council and Mr Q Liebenberg of The Lighthouse group was approved by Council on **28 November 2019** under item 11.1.29, for a further 9 years 11 months lease period which commenced on **01 March 2020** and will therefore lapse on **31 January 2029**.

3. **Current Situation**

Attached as **Annexure "A"** is an application received on **29 July 2025** from Mr Q Liebenberg of The Lighthouse Group is requesting Council consider and approve the proposed renovation plans to enhance the entrance of the Lighthouse Restaurant, situated adjacent to Erf 4743, Swakopmund (formerly the site of the old Strand Café).

A detailed architectural drawing layout of the map indicating the alterations is attached as **Annexure "B"**. The Lighthouse Group confirms in their application that the entrance to the restaurant was originally designed and constructed before the completion of the new Strand Hotel, and at the time, it was suitably visible and accessible from the beach promenade.

However, since the hotel's completion, The Lighthouse Restaurant's entrance has become largely obscured from public view, significantly impacting visibility and resulting in the loss of potential customers.

Furthermore, The Lighthouse Group states that to address these limitations, they propose the relocation and enhancement of their restaurant entrance within the existing lease area to improve visibility, accessibility and the overall guest experience. As part of the upgrade, they intend to construct a pergola for shade and aesthetic purposes and modify the perimeter wall and incorporate a small, enclosed children's play area.

4. **Comments regarding the application by The Lighthouse Group**

The Engineering & Planning Services Department visited the site and provided the attached comments dated **04 July 2025**, which were only received by the Property Section on **15 August 2025 (Annexure "C")**. The comments received serve to guide the procedure to obtain approval to make the proposed renovations to the existing Lighthouse Restaurant entrance and are quoted below:

4.1 **The location and site analysis:**

The area applied for falls within the scheme boundary and forms part of the jurisdiction of the Council to lease out to an interested party. The area where the restaurant is located is zoned "*Public Open Space*". The application does not request any additional land to be used. It is all contained within the current area indicated in the lease agreement.

4.2 **Design of Structures and Approval:**

The illustration of the new pergola and entrance way appears suitable for the "tourist" area and is mindful of the environment. Council consent will be required for the alteration, as this is a lease area in a public open space. After Council consent has been obtained, the applicant will have to make a formal submission to the Aesthetics Committee of the Swakopmund Municipality. The area is a listed site inside the conservation area of Swakopmund. Therefore, after Aesthetics Approval is obtained, a formal submission will have to be made to the Heritage Council of Namibia.

4.3 **The submitted sketches:**

The submitted sketches provide sufficient information to evaluate and obtain approvals. Further illustrations will be required for the Aesthetics evaluation to be made. The structures proposed are deemed suitable for the intended purpose and public safety.

4.4 Current use of the area and traffic congestion:

The application does not request any additional land to be used and does not hinder the current traffic flow. The work applied for will improve visibility and the function of the existing area used by the restaurant.

4.5 Zoning requirements applicable.

This area is zoned "Public Open Space". The application does not request that any additional land be utilised. Therefore, no additional approvals are required in terms of the zoning scheme provisions, as no additional area will be closed. The main requirements are that Council, as the custodian of the land, must evaluate the application and make a decision on the application. If Council provides approval on the application, it will still be required to make a formal submission to the Aesthetics Committee of the Municipality of Swakopmund, followed by an application to the Heritage Council of Namibia.

4.6 Final Approval

Only after Council Approval, Aesthetics Approval and Heritage Council approval have been given, can the applicant submit to the Building Control division of the Engineering & Planning Department for review on technical matters. Should all this be completed, a Building Permit may be issued.

In addition to the above outlined procedures, Ms A Swart (Executive Assistant to the Chief Executive Officer) from the Aesthetics Committee confirmed by email dated **12 September 2025** that the aesthetic evaluation on the application has been concluded and the plans were approved.

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

- (a) That Council takes note of the application by Mr Q Liebenberg of The Lighthouse Group for the proposed renovations to the existing Lighthouse Restaurant entrance.**
 - (b) That the improvements to be made to the Lighthouse Restaurant entrance be approved by Council in terms of clause 3.3 of the existing lease agreement, as the surface area remains unchanged.**
 - (c) That Council takes note that the Aesthetics Committee, in the meantime, have evaluated and approved the aesthetics of the proposed improvements on the entrance of the Lighthouse Restaurant.**
 - (d) That Mr Q Liebenberg submits the above approval by the Aesthetics Committee to the Heritage Council.**
 - (e) That following point (d) Mr Q Liebenberg submits the plans to the Building Control Division of the Engineering & Planning Services for review on technical matters.**
-



29 July 2025

Attention: The CEO Mr. A Benjamin

Municipality of Swakopmund

P O Box 53

Swakopmund

Dear sir,

Request for Approval of Renovation Plans – Lighthouse Restaurant Entrance (Located on REMAINDER OF BLOCK 1 SWAKOPMUND)

We hereby submit a formal request for the Municipality's consideration and approval of proposed renovation plans to enhance the entrance of the Lighthouse Restaurant, located on Remainder of Block 1 (formerly the site of the old Strand Café.)

The entrance was originally designed and constructed before the completion of the new Strand Hotel, and at the time, it was suitably visible and accessible from the beach promenade. However, since the hotel's completion, the Lighthouse Restaurant's entrance has become largely obscured from public view, significantly impacting visibility and resulting in the loss of potential customers.

There was an understanding during the planning phase that a pedestrian promenade would be developed between the two buildings, providing a mutually beneficial flow of foot traffic and enhancing public access. In good faith, we developed a walkway on our side to accommodate this shared vision. However, the hotel opted instead to wall off their side and designate it as a service area, which unfortunately eliminated the potential for a continuous public walkway and further reduced accessibility to our venue.

To address these limitations, we propose the relocation and enhancement of our entrance—within our existing lease area—to improve visibility, accessibility, and the overall guest experience. As part of the upgrade, we would also like to construct a pergola for shade and aesthetic purposes, and modify the perimeter wall and incorporate a small, enclosed children's play area.



These improvements have been carefully designed to blend harmoniously with the natural surroundings, and no palm trees or existing greenery will be removed or harmed.

The goal is to uplift the immediate area and provide a more welcoming and vibrant space for locals and visitors alike.

Detailed architectural drawings prepared by Britt Klews Architect will be submitted herewith in hard copy, and are also attached to the accompanying email.

We trust that the Municipality will view this proposal as a positive contribution to the beachfront precinct, and we remain committed to working closely with all relevant stakeholders to ensure alignment with municipal guidelines and community expectations.

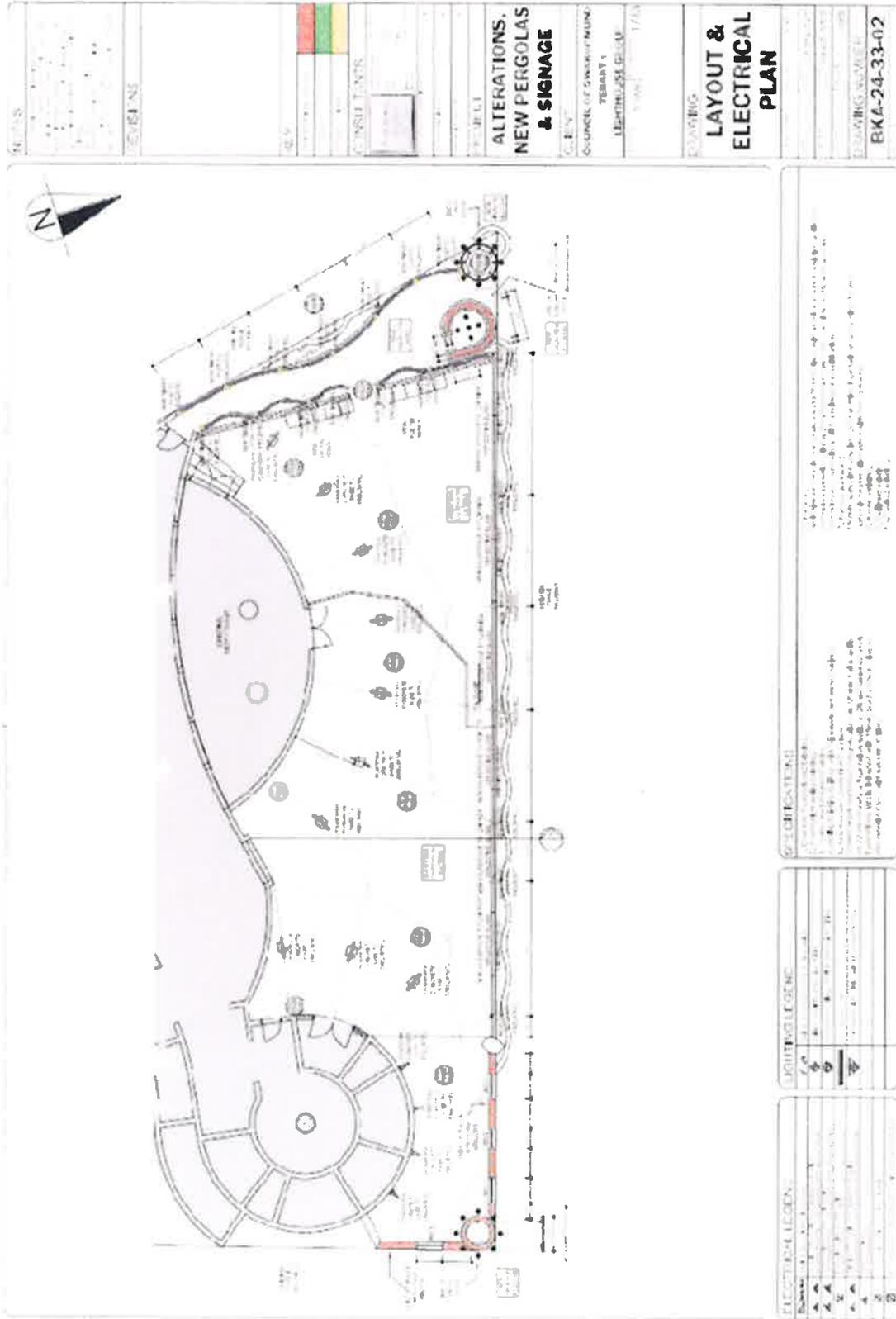
Please do not hesitate to contact us should you require further information.

Thank you for your time and consideration.

Yours sincerely,

QUINTON LIEBENBERG

+264 81 128 2412





+264 64 410 4400 | cmcclune@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO : General Manager: Corporate Services & Human Capital
FROM : General Manager: Engineering & Planning Services
DATE : 4 July 2025
REF : E-100028
SUBJECT : REQUEST FOR APPROVAL OF RENOVATION PLANS - LIGHTHOUSE RESTAURANT ENTRANCE (LOCATED ON REMAINDER OF BLOCK 1 SWAKOPMUND)

This memorandum serves to provide guidance on the procedure to obtain approval to make the applied renovations to the existing Lighthouse Restaurant Entrance.

List of Annexures:

- Cover letter by Applicant: **Annexure A**
- Concept Drawings: **Annexure B**

Location and site analysis:

The area applied for falls within the scheme boundary and forms part of the jurisdiction of the Council to lease out to an interested party. The area where the restaurant is located is zoned "Public Open Space". The application does not request any additional land to be used. It is all contained within the current area indicated in the lease agreement.

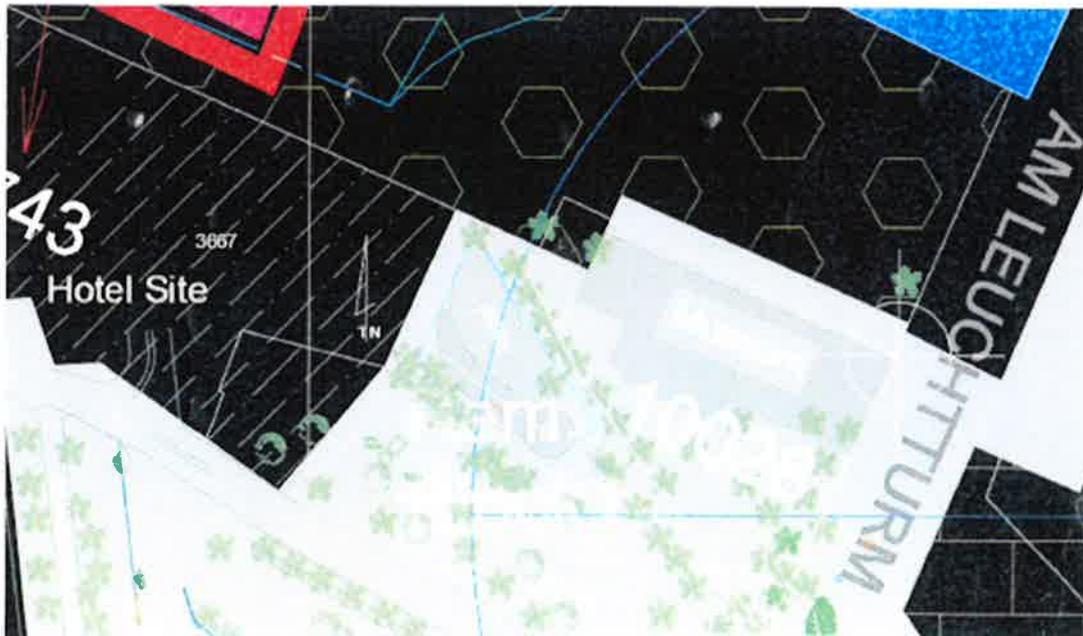


Figure 1: Map layout of area indicating the position and zoning.

Design of Structures and Approval:

The illustration of the new pergola & entrance way appears suitable to the 'tourist' area and is mindful of the environment. Council consent will be required for the alteration as this is a lease area in a public open space. After Council consent has been obtained, the applicant will have to make a formal submission to the Aesthetics Committee of the Swakopmund Municipality. The area is a listed site inside the conservation area of Swakopmund. Therefore, after Aesthetics Approval is obtained, a formal submission will have to be made to the Heritage Council of Namibia.

The submitted sketches:

The sketches submitted provide sufficient information to evaluate and provide approvals. Further illustrations will be required for the Aesthetics evaluation to be made. The structures proposed are deemed suitable for the intended purpose and public safety.

Current use of the area and traffic congestion:

The application does not request any additional land to be used and does not hinder the current traffic flow. The work applied for will improve visibility and the function of the existing area used by the restaurant.

Zoning requirements applicable.

This area is zoned 'Public Open Space'. The application does not request that any additional land be utilized. Therefore, no additional approvals are required in terms of the zoning scheme provisions as no additional area will be closed. The main requirements are that Council, as the custodian of the land, must evaluate the application and resolve on the application. If Council provides approval on the application, it will still be required to make a formal submission to the Aesthetics Committee of the Municipality of Swakopmund followed by an application to the Heritage Council of Namibia.

Final Approval

Only after Council Approval, Aesthetics Approval and Heritage Council approval has been given, can the applicant submit it to the Building Control division of the Engineering & Planning Department for review on technical matters. Should all this be completed, a Building Permit may be issued.

Yours Faithfully

Swakopmund Municipality



C McClune
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

AL

Engineering & Planning Services



11.1.12 **PROPOSAL FOR MEMORANDUM OF UNDERSTANDING BETWEEN MUNICIPALITY OF SWAKOPMUND AND GIBEON VILLAGE COUNCIL**
(C/M 2025/10/30 - 12/2/4/5)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.4** page **25** refers.

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

1. **Introduction**

In the **attached** letter, the Gibeon Village Council is proposing to establish a twinning agreement or Memorandum of Understanding between the Municipality of Swakopmund and the Gibeon Village Council.

2. **Background**

Gibeon is a village in Gibeon Constituency in the Hardap Region of Namibia. The village has 4,120 inhabitants. Gibeon, originally known by the name Khaxa-tsûs, received its name from Kido Witbooi, the first Kaptein of the |Khowesin, a subtribe of the Orlam.

3. **Proposed areas**

The Gibeon Village Council has requested that the Memorandum be focused on the following areas:

1. *Human Resources Development*
2. *Organisational Development*
3. *Financial Systems Improvement*
4. *Revenue Collection Enhancements*
5. *Strengthening of Administrative Policies*
6. *Solid Waste and Sewerage Management*
7. *Town Planning and Land Management*
8. *Councillors' Exchange and Governance Dialogues*
9. *Promotion and Development of Tourism*

It is proposed that the nine (9) proposed focus areas can be reduced to 4-5 focus areas that will be achievable during the cooperation period.

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

RECOMMENDED:

- (a) **That the Memorandum of Understanding between the Municipality of Swakopmund and the Gibeon Village Council be approved.**
 - (b) **That Council consider selecting 4-5 key focus areas of cooperation from the following:**
 - 1. ***Human Resources Development***
 - 2. ***Organisational Development***
 - 3. ***Financial Systems Improvement***
 - 4. ***Revenue Collection Enhancements***
 - 5. ***Strengthening of Administrative Policies***
 - 6. ***Solid Waste and Sewerage Management***
 - 7. ***Town Planning and Land Management***
 - 8. ***Councillors' Exchange and Governance Dialogues***
 - 9. ***Promotion and Development of Tourism***
 - (c) **That the Chief Executive Officer determines the date for the signing ceremony of the Memorandum of Understanding between the two parties.**
-

**MEMORANDUM OF PARTNERSHIP AN CO-OPERATION
ENTERED INTO BY AND BETWEEN**



MUNICIPALITY OF SWAKOPMUND

AND



GIBEON VILLAGE COUNCIL

**MEMORANDUM OF UNDERSTANDING AND CO-OPERATION ENTERED INTO
BY AND BETWEEN**

SWAKOPMUND MUNICIPALITY

Herein represented by **ALFEUS BENJAMIN**; or **HELLAOI NARUSEB** or
CLARENCE CLAUDE MCCLUNE or **VILHO SHOONGELENI KAULINGE** or
LYDIA MUTENDA or **MPASI HAINGURA** in their respective capacities as Chief
Executive Officer or Acting Chief Executive Officer

and

WILFRIED GROENEWALD and/or **Erkki SHITANA**
in his capacity as the Chairperson and/or Alternate Chairperson of the
Management Committee, and acting by virtue of the authority granted in terms of
section 31 (a) of the
Local Authorities Act 1992

AND

GIBEON VILLAGE COUNCIL

and herein represented by Mr. **PEDERIUS U. TJIHOREKO** in his respective
capacities as **Acting** Chief Executive Officer

and

Hon. **KLAAS E.M. FREDERICKS**
in his capacity as the Chairperson of the Management Committee, and acting by
virtue of the authority granted in terms of section 31 (a) of the
Local Authorities Act 1992

WHEREAS:

The Parties wish to strengthen, promote and foster the friendly relationship between the local authorities and residents of Swakopmund and Gibeon to strengthen the Swakopmund and Gibeon relationship by means of co-operation in the following main areas:

1. Human Resources Development
2. Organisational Development
3. Financial Systems Improvement
4. Revenue Collection Enhancements
5. Strengthening of Administrative Policies
6. Solid Waste and Sewerage Management
7. Town Planning and Land Management
8. Councillors' Exchange and Governance Dialogues
9. Promotion and Development of Tourism

1. BROAD CO-OPERATION FRAMEWORK

The Parties are fully aware of the needs, challenges, strengths and opportunities which exist in the local government sphere and shall, therefore:

- 1.1 Enter into a partnership and co-operation agreement in order to strengthen the existing bonds of friendship and collaboration.

- 1.2 Develop various co-operation programs as identified administratively under the main areas through the exchange of information, staff, systems, equipment and mutual co-operation.

2. LOGISTICAL ARRANGEMENTS

- 2.1 The Office of the Chief Executive Officer at each Local Authority shall be responsible for the coordination of joint activities and interactions.
- 2.2 The Office of the Chief Executive Officers at each Local Authority shall draft an action plan on the Memorandum of Understanding where each of them shall indicate their specific required goals, sub-goals, project team, timeframe as well as what is expected to be done.
- 2.3 Each local authority shall be equally responsible for the costs incurred to carry out this agreement.
- 2.4 The specified administrative representatives of the Parties shall meet as often as may be required but no less than once in two years to deliberate, implement and review progress made. Such meetings shall take place on a rotation basis at the seat of each local authority.

3. DURATION

- 3.1 This agreement will be in force for a period of
(.....) years.
- 3.2 This agreement shall commence on; and
terminate on

4. CANCELLATION

4.1 The Memorandum of Understanding shall be cancelled under the circumstances or in the instance where the Gibeon Village Council fails to make use of the assistance pledged at least once in a 12-month period, or by council resolution by either local authority, in the event where the co - operation Memorandum of Understanding is no longer administratively tenable for either of the party - by means of written notice to the other partner.

5. SOLE AGREEMENT

This agreement sets out the main broad areas of co-operation between the Parties and is hereby ratified by the undersigned duly authorized thereto.

Signed at on this day of2025.

.....

Hon. Wilfred Groenewald
Chairperson: Management Committee
Municipality of Swakopmund

Hon. Klaas E.M. Fredericks
Chairperson: Management Committee
Gibeon Village Council

Mr Alpheus Benjamin
Chief Executive Officer
Municipality of Swakopmund

Mr Pederius U Tjihoreko
Chief Executive Officer
Gibeon Village Council



Gibeon Village Council

Chief Executive Officer, Gibeon Village Council, Private Bag 1001, Gibeon
 Tel: (0626) 611 212/213, Fax: (0626) 651 211/116
 Email: pgiborcka@gibeon.village.na



Enquiries: P. U. Tjhorcka
 tel. 251111 or pgiborcka@gmail.com

17 July 2025

To: **Mr. Alfeus Benjamin**
Chief Executive Officer
Swakopmund Municipality
P.O. Box 53, Swakopmund
Telephone: 064 410 4100
Email: swkmun@swkmun.com.na
Namibia

Dear Mr. Benjamin,

Subject: Proposal for a Memorandum of Understanding between the Swakopmund Municipality and the Gibeon Local Authorities

It is with a strong sense of unity and shared purpose that the Gibeon Village Council extends its warmest regards to the leadership and residents of Swakopmund. We are inspired by our mutual commitment to local development and community upliftment, and we wish to formally propose the establishment of a **Broad Cooperation Framework** that will further strengthen, promote, and deepen this valued relationship.

Recognizing the common challenges, opportunities, and aspirations faced by local authorities, both the Gibeon Village Council and the **Swakopmund Municipality** acknowledge the immense potential that lies in strategic inter-authority partnerships. Therefore, we respectfully submit a proposal for cooperation in the following key focus areas:

I. Main Areas of Co-operation

The proposed framework shall foster collaboration in the following priority sectors:

- **Capacity Building**, including:
 - Human Resource Development
 - Organisational Development
 - Financial Systems Improvement
 - Revenue Collection Enhancement
 - Strengthening of Administrative Policies
- **Solid Waste and Sewerage Management**
- **Town Planning and Land Management**
- **Councillors' Exchanges and Governance Dialogues**
- **Promotion and Development of Tourism**

All official correspondence must be directed to the Chief Executive Officer

Council Members: Hon. Klaas E. M. Fredericks (Chairperson of Council), Hon. Sharon A. Beyldehnout (Deputy Chairperson), Hon. H. //Garbes, Hon. B. //Rwa, Hon. J. J. Damoher, Mr. P. U. Tjhorcka (Acting CEO)

In addition, the parties intend to jointly develop and implement cooperation programmes under the identified focus areas through:

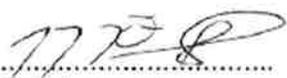
- The exchange of institutional knowledge and best practices
- Staff secondments and training exchanges
- Mutual support initiatives aligned with identified municipal needs

Conclusion

We are confident that the proposed partnership will not only foster innovation and operational excellence within our institutions but will also significantly benefit the residents we serve. We look forward to your favourable consideration and to scheduling an initial engagement to finalise and formalise this cooperation.

Please do not hesitate to contact our office on the contact details above should any further details be required, or to propose a date for a meeting.

Yours on Development


.....
Pederius U. Tjihoreko
Acting Chief Executive Officer
Gibeon Village Council



All official correspondence must be directed to the Chief Executive Officer

Council Members: Hon. Klaas E. M. Fredericks (Chairperson of Council), Hon. Sharon A. Bezuidenhout (Deputy Chairperson), Hon. H. //Garoes, Hon. B. J. Btwa, Hon. J. J. Dampher, Mr. P. U. Tjihoreko (Acting CEO)

FW: Subject: Proposal for a Memorandum of Understanding between the Swakopmund Municipality and the Gibeon ...



Annalize Swart

To: Mpasu Hangure

Re: Sharon D. Pogshic, Ali Gebhardt, Deivinda Hanes



Reply

Reply All

Forward



Public



MR. ALFEUS BENJAMIN.pdf

104 KB

ISM OS&HC

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

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

From: Roderique Freyer <roderiquefreyer7@gmail.com>

Sent: Thursday, July 17, 2025 5:44 PM

To: Annalize Swart <aswart@svkmun.com.na>

Cc: Pederlus Tjihoreko <ptjihoreko@gmail.com>; gibeonvillagecouncil <gibeonvillagecouncil3@gmail.com>; Accountantgvc Accountantgvc <gibeonvillagecouncilacc@gmail.com>; ellisfredericks7@gmail.com

Subject: Subject: Proposal for a Memorandum of Understanding between the Swakopmund Municipality and the Gibeon Local Authorities

Good day, Mr. Benjamin,

I hope this email finds you well. Kindly find the attached letter regarding the above-mentioned subject matter for your perusal.

For any inquiries, please contact the Acting Chief Executive Officer at 0818939640 or email: ptjihoreko@gmail.com.

Please acknowledge receipt of this email. Thank you.

Kind regards,

Roderique Freyer

11.1.13

MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPALITY OF SWAKOPMUND AND REHOBOTH TOWN COUNCIL

(C/M 2025/10/30 - 12/2/4/5)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.5** page **35** refers.

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

Attached letter from His Worship, the Mayor of Rehoboth, Honourable Justin Coetzee, dated **23 June 2025**. The Mayor of Rehoboth requests Council for the cooperation agreement between the Swakopmund Municipality and the Rehoboth Town Council.

2. Background

Council has approved the twinning agreement with Rehoboth Town Council, and the Memorandum of Understanding was signed on **31 August 2017**, between the two parties on the following:

Areas Of Engagement Envisaged As Per This Agreement:

- Assistance with the formulation and drafting of the Strategic Plan.
- Assistance with the first annual review of the Strategic Plan.
- Aligning HR Plan and structure with the Strategic Plan.
- Review of the operations of the Finance department in the quest for a clean audit at Rehoboth Town Council.
- Any other area of co-operation as may be agreed upon by the two councils.

The agreement period between the two parties lapsed on **31 August 2022**. No activities or projects were completed by the parties during the 5 years.

Management Committee on **27 September 2022** resolved under item 5.6 as follows:

- (a) *That the report on the twinning agreements between the Swakopmund Municipality and other Local Authorities in Namibia be noted.*
- (b) *That Council revive contact with the Local Authorities in Namibia with whom a Memorandum of Understanding was signed, twinning agreements were approved, and proposed.*

3. Feedback

The Rehoboth Town Council, in its quest for effective administration and quality service delivery, benchmarked with Council on Land distribution and allocation during June 2025 and July 2025. The Rehoboth Junior Town Councillors visited the Swakopmund Municipal Junior Town Councillors to observe and learn from the youth leaders of Swakopmund.

The Municipality of Swakopmund has agreed in principle to render this support, in condition that assurances are made in respect of costs and other financial implications emanating from the Memorandum of Understanding (draft is attached for Council's review and approval).

4. Discussion

The Rehoboth Town Council proposed that the Memorandum of Understanding be focused on the following areas:

1. *Corporate Governance and Youth Development Programs*
2. *Technical Services and Infrastructure Development*
3. *Community Services: Public Relations, Marketing, and Local Economic Development*
4. *Environmental Management and Sustainable Urban Agriculture*
5. *Exposure and Linkage to Foreign Bilateral Relations*

Additional Recommended Areas of Cooperation:

6. *Disaster Preparedness and Urban Resilience Planning*
7. *Municipal Workforce Development and Training*
8. *Inter-Jurisdictional Policy Alignment and Knowledge Exchange*

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

RECOMMENDED:

(a) **That the Memorandum of Understanding (MoU) between the Municipality of Swakopmund and the Rehoboth Town Council be approved.**

(b) **That the focus areas of the MoU be as follows;**

1. ***Corporate Governance and Youth Development Programs***
2. ***Technical Services and Infrastructure Development***
3. ***Community Services: Public Relations, Marketing, and Local Economic Development***
4. ***Environmental Management and Sustainable Urban Agriculture***
5. ***Exposure and Linkage to Foreign Bilateral Relations***

Additional Recommended Areas of Cooperation:

6. ***Disaster Preparedness and Urban Resilience Planning***
7. ***Municipal Workforce Development and Training***
8. ***Inter-Jurisdictional Policy Alignment and Knowledge Exchange***

(c) **That the Chief Executive Officer determine the date for signing of the Memorandum of Understanding and invite the Rehoboth Town Council delegation to the signing ceremony.**

**MEMORANDUM OF UNDERSTANDING AND COOPERATION ENTERED
INTO BY AND BETWEEN**

MUNICIPALITY OF SWAKOPMUND

(Herein after referred to as Swakopmund)

Herein represented by **ALFEUS BENJAMIN; or HELLAO! NARUSEB or
CLARENCE CLAUDE MCCLUNE or VILHO SHOONGELENI KAULINGE or
LYDIA MUTENDA or MPASI HAINGURA** in their respective capacities as Chief
Executive Officer or Acting Chief Executive Officer

and

WILFRIED GROENEWALD and/or ERIKKE SHITANA

in his capacity as the Chairperson and/or Alternate Chairperson of the
Management Committee, and acting by virtue of the authority granted in terms
of section 31 (a) of the Local Authorities Act 1992

AND

REHOBOTH TOWN COUNCIL

(Herein after referred to as Rehoboth)

Herein represented by :

HIS WORSHIP THE MAYOR CLLR. JUSTIN COETZEE

in his capacity as Mayor of Rehoboth and duly authorized thereto.

and herein represented by : **RONALD ROBERT WINDSWAAI** in his respective
capacities as: Chief Executive Officer

and

JOYEE HAMMERSLACHT in her capacity as: Chairperson of the Management
Committee, by virtue of the authority granted in terms of section 31 (a) of the
Local Authorities Act 1992

AND HEREIN AFTER JOINTLY REFERRED TO AS "THE PARTIES"

WHEREAS:

The Parties wish to strengthen, promote and foster the friendly relationship which exists between the local authorities and residents of Swakopmund and Rehoboth and to strengthen the Rehoboth Town Council and Municipality of Swakopmund inter municipal relationship by means of cooperation in the following main areas:

1. Corporate Governance and Youth Development Programs
2. Technical Services and Infrastructure Development
3. Community Services: Public Relations, Marketing, and Local Economic Development
4. Environmental Management and Sustainable Urban Agriculture
5. Exposure and Linkage to Foreign Bilateral Relations

Additional Recommended Areas of Cooperation:

7. Disaster Preparedness and Urban Resilience Planning
8. Municipal Workforce Development and Training
9. Inter-Jurisdictional Policy Alignment and Knowledge Exchange

1. BROAD CO-OPERATION FRAMEWORK

The Parties are fully aware of the needs, challenges, strengths and opportunities which exist in the local government sphere and shall, therefore;

- 1.1 Enter into partnership and cooperation in order to strengthen the existing bonds of friendship and collaboration.

3. DURATION OF THE MoU

This MoU shall become effective from the date of signing hereof by all the parties and shall be of force and effect for a period of five (5) years from the date of commencement thereof and may be renewed for successive periods of five (5) years by mutual agreement of all the parties.

4. SOLE AGREEMENT

This agreement sets out the main broad areas of co-operation between the Parties and is hereby ratified by the undersigned duly authorized thereto.

Signed at on this day of 2025.

.....
Cllr. WILFRIED GROENEWALD
Chairperson of Management Committee
Municipality of Swakopmund

.....
WITNESS

.....
Cllr. JOYEE HAMMERSLACHT
Chairperson of Management Committee
Rehoboth Town Council

.....
WITNESS



REHOBOTH TOWN COUNCIL

Tel: (062) 521800 Private Bag 2500 Fax (062) 522090, Rehoboth, Namibia, Email: townrc@reho.gov.na

Enquiries: Mr. Ricardo Vries
Tel: (+264 62 521 849)
Fax: (+264 62 522 090)Erf 851 Block A, Rehoboth
Niklaas Olivier StreetPrivate Bag 2500
Rehoboth, Namibia**OFFICE OF THE MAYOR**

His Worship the Mayor
Hon. Blasius Goraseb
Swakopmund Municipality
P.O. Box 53
Swakopmund, Namibia

Subject: Appreciation for Benchmarking Visit and Request for Junior Town Council Exchange

Dear Hon. Goraseb

On behalf of the Rehoboth Town Council, I would like to express our heartfelt appreciation for the warm hospitality and valuable support extended to our delegation during our recent benchmarking visit to the Swakopmund Municipality.

The engagement was both informative and inspiring, particularly in areas such as land distribution and allocation, the process of street renaming, and the structuring of a Junior Town Council. These shared experiences have provided us with practical insights and renewed motivation as we seek to enhance our own local governance practices.

Having stated this, we are also eager to explore the possibility of formalizing our collaboration through the signing of a **Memorandum of Understanding (MoU)** between our two local authorities. We believe that such a partnership would strengthen inter-municipal relations and promote knowledge-sharing in key areas of service delivery and community development.

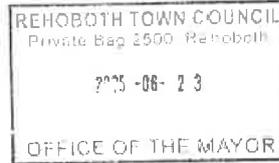
In line with our interest in youth development, we would further like to request your kind permission for members of the **Rehoboth Junior Town Council** to attend and observe the proceedings of the **Swakopmund Junior Town Council meeting scheduled for 15 July 2025**. This visit would offer our youth leaders valuable exposure and learning opportunities from their counterparts in your municipality.

We kindly await your confirmation on the feasibility of the Junior Town Council visit and look forward to discussing the potential MoU in due course. Thank you once again for your continued spirit of cooperation and support.

Sincerely yours,



Hon. Justin Joseph Coetzee
His Worship the Mayor



Aili Gebhardt

From: Desire Pieters <pro@rtc.org.na>
Sent: Monday, 28 July 2025 09:36
To: Aili Gebhardt
Cc: Veimuna Vihanga; Mahne Kruger; Roswita Kandanga; jacksonkhariseb@gmail.com
Subject: RE: Rehoboth Town Council - draft MoU
Attachments: image004.emz was removed from this message

Good day Aili and Team

trust this message finds you well.

Further to our ongoing engagements and shared commitment to fostering meaningful collaboration between our councils, I have noted from our recent email exchanges that we may not be fully aligned regarding the proposed strategic engagement.

To facilitate clearer understanding and progress, please find below a concept note outlining the proposed areas of cooperation.

These initiatives are aimed at enhancing service delivery, improving governance practices, and promoting sustainable development.

Concept Note:

Strengthening Inter-Municipal Collaboration for Sustainable Development and Enhanced Service Delivery

Background:

In recognition of the importance of cross-jurisdictional cooperation, the Rehoboth Town Council seeks to establish strategic partnerships with Swakopmund Municipality to promote resource optimization, shared learning, and inclusive progress.

Objective:

To formalize collaboration through joint initiatives that drive innovation, capacity building, and community upliftment across key functional areas.

Proposed Areas of Cooperation:

- Corporate Governance and Youth Development Programs
- Technical Services and Infrastructure Development
- Community Services: Public Relations, Marketing, and Local Economic Development
- Environmental Management and Sustainable Urban Agriculture
- Exposure and Linkage to Foreign Bilateral Relations

Additional Recommended Areas of Cooperation:

6. Digital Transformation and Smart Cities
7. Disaster Preparedness and Urban Resilience Planning
8. Municipal Workforce Development and Training
9. Inter-Jurisdictional Policy Alignment and Knowledge Exchange

Next Steps:

Upon your review and input, it is proposed that these areas form the basis for a Memorandum of Understanding (MoU), enabling structured engagement and sustained partnership efforts.

Your valued feedback will be instrumental in shaping the Memorandum of Understanding, paving the way for approval and a collaboration that meaningfully advances our shared goals.

Rehoboth Town Council

Department: CEO
Devison: Public Relations
Private Bag 2500
Rehoboth
Cell: 26481 892 9319
Tel: +264 62 52 1855
Fax: +264 62 522090
Email: pro@rtc.org.na

From: Desire Pieters
Sent: Wednesday, 23 July 2025 10:41 am
To: Aili Gebhardt <agebhardt@swkmun.com.na>
Cc: Veimuna Vihanga <VVihanga@swkmun.com.na>
Subject: RE: Rehoboth Town Council - draft MoU

Hi Aili

Yes, those are areas that the Management and Council proposed. Alternatively, you can assist with suggestions from your side?



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From: Aili Gebhardt <agebhardt@swkmun.com.na>
Sent: Tuesday, 22 July 2025 2:47 pm
To: Desire Pieters <pro@rtc.org.na>
Cc: Veimuna Vihanga <VVihanga@swkmun.com.na>
Subject: FW: Rehoboth Town Council - draft MoU

Hi Desire

Are we going to focus on the areas below;

1. Corporate Governance including operations of Rehoboth Junior Council
2. Technical Services and infrastructure development
3. Public Relations, Marketing and Local Economic Development
4. Environmental Management and sustainable urban agriculture
5. Any other cooperation as may be proposed by the two councils, eg. Foreign bilateral relations

Kind regards,

11.1.14 **PROPOSAL FOR MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN MUNICIPALITY OF SWAKOPMUND AND ARANOS TOWN COUNCIL**
(C/M 2025/10/30 - 12/2/4/5)

Ordinary Management Committee Meeting of 14 October 2025, Addendum 8.6 page 44 refers.

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

1. **Introduction**

In the **attached** letter, His Worship, the Mayor of Aranos, Honourable Hans Baffrath, is proposing to establish a Memorandum of Understanding between the Municipality of Swakopmund and the Aranos Town Council.

2. **Background**

Aranos is situated in the Hardap Region, located in the Nossob River basin in the Kalahari Desert, with 5,493 inhabitants.

Twinning agreements are of cardinal importance in terms of institutional capacity building, mutual understanding, and the sharing of critical information. The purpose of twinning is to help foster relationships that construct better corporations in various sectors to the benefit of the sister towns and partnering Councils.

The Municipality of Swakopmund, being a part-one municipality (Local Authority), can assist the Aranos Town Council to benefit from the development and implementation processes that are used by Council.

3. **Proposed areas**

The Aranos Town Council has requested that the Memorandum of Understanding be focused on the following areas:

- *Tourism Sector Management*
- *Local Economic Development*
- *Emergency Response*
- *Land Delivery*
- *Procurement*

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

RECOMMENDED:

- (a) That the Memorandum of Understanding between the Municipality of Swakopmund and the Aranos Town Council be approved.
- (b) That the two parties focus on the following areas of cooperation:
- *Tourism Sector Management*
 - *Local Economic Development*
 - *Emergency Response*
 - *Land Delivery*
 - *Procurement*
- (c) That the Chief Executive Officer determines the date for the signing ceremony of the Memorandum of Understanding between the two parties.
-

11.1.15 **REQUEST FOR SPONSORSHIP FOR SAFETY EQUIPMENT FOR THE MONDESA YOUTH AGAINST CRIME (MYAC)**
(C/M 2025/10/30 - 3/15/1/1)

Ordinary Management Committee Meeting of 14 October 2025, Addendum **8.7** page **52** refers.

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

1. INTRODUCTION

Attached is a letter from Ms. Justina Hamukwaya (**Annexure "A"**) representing the Mondesa Youth Against Crime Organisation. This submission is prepared for Council to consider the sponsorship of safety equipment to enhance crime prevention efforts and ensure safety in partnership with the Namibian Police Force.

2. BACKGROUND

Mondesa Youth Against Crime (MYAC) was officially launched in January 2023, following its formation under the Swakopmund Crime Prevention Unit in December 2022. MYAC operates under the supervision of Namibian Police (NamPol) officials (**Annexure "B"**) and consists of 25 active members aged 19-25. These youth volunteers are dedicated to promoting law enforcement, reducing crime, and enhancing public safety through organized community engagements and awareness campaigns. The organization operates exclusively with authorization from the Crime Prevention Unit and participates in various confidential and high-responsibility duties.

2. PROPOSALS

As MYAC continues to grow and serve the Swakopmund community, it urgently needs to equip its members with appropriate safety gear to ensure their protection and effectiveness. These young volunteers are involved in public safety operations, crime prevention patrols, and youth engagement programs, which often require visibility, protection, and equipment to safely execute their roles.

It is against this background that MYCA requests Council to consider sponsoring the amount of N\$6 956.90 (**Annexure "C"**) to procure the following items:

- Reflective Vest Zip and ID Size Small - 15 units
- Reflective Vest Zip and ID Size Medium - 15 units
- Pepper Spray 60 ml - 10 units
- Pouches for Pepper Spray - 10 units
- Handcuffs with Chain - 5 units
- Handcuff Pouches - 5 units
- Plain Basketball Caps - 30 units
- Plastic Cable Ties - 20 units

4. DISCUSSION

This event is poised to deliver significant benefits to individuals across all age groups, with a particular focus on engaging and educating the youth. By equipping the youth with practical knowledge and effective strategies for enhancing their overall well-being, the initiative seeks to cultivate a healthier, more proactive, and resilient society for the future.

Considering the foregoing, it is evident that the Mondesa Youth Against Crime (MYAC) continues to play a pivotal role in fostering public safety and youth empowerment within the Swakopmund community. In doing so, there is a need for stakeholders' assistance, support, and collaboration.

It is further encouraging that despite operating under constrained resources, the members remain committed to supporting the Namibian Police Force and enhancing social stability through proactive engagement and crime prevention initiatives. Thus, to maintain and strengthen these efforts, members must be adequately equipped with the necessary safety gear.

Economic Development Services fully supports the initiative as it focuses on community safety, youth development, and social welfare. Supporting community organisations such as MYAC is a practical way to promote a safer, more stable environment leads to greater economic opportunities, improved education, and enhanced quality of life for all residents. Moreover, an initiative of this nature, spearheaded by young people, portrays positive role models and provides young people with access to mentors who share commonalities and offer guidance and inspiration. MYAC initiative helps to break the cycle of crime and youth alternative pathway to success.

5. CONCLUSION

Council's esteemed support with safety equipment will not only improve operational capacity but will also serve as a strong endorsement of youth involvement in community development and law enforcement collaboration.

This item was discussed at the Sponsorship Committee on **20 May 2025**.

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

RECOMMENDED:

- (a) That Council takes note of the request from Mondesa Youth Against Crime for safety equipment for its members.
 - (b) That Council approves the sponsorship request from Mondesa Youth Against Crime to the amount of N\$6956.90 (quotation attached), worth the below listed items.
 - 1. *Reflective Vest Zip and ID Size Small - 15 units*
 - 2. *Reflective Vest Zip and ID Size Medium - 15 units*
 - 3. *Pepper Spray 60 ml - 10 units*
 - 4. *Pouches for Pepper Spray - 10 units*
 - 5. *Handcuffs with Chain - 5 units*
 - 6. *Handcuff Pouches - 5 units*
 - 7. *Plain Basketball Caps - 30 units*
 - 8. *Plastic Cable Ties - 20 units*
 - (c) That the funds be defrayed from the Publicity Vote No:1 505 155 330 00, where N\$138 565.71 is available.
 - (d) That a formal partnership be established between Council and Mondesa Youth Against Crime to strengthen this initiative and expand its activities through educational community outreach and capacity building programs to promote youth leadership and responsible citizens.
 - (e) That the MYAC be represented at relevant Council Forums or Committees to facilitate youth engagement and create awareness, e.g., Swakopmund Youth Against Alcohol & Drug Abuse (SAADA).
-

J.Hamukwaya
 P.O.BOX 2724
 SWAKOPMUND
 NAMIBIA

RE: SPONSORSHIP REQUEST FOR SAFETY EQUIPMENT

Warm greetings sir/madam

We Hope this letter finds you well. We are writing to seek your support in sponsoring our organization with Safety Equipment. We are from Mondesa Youth Against Crime Organization, formed in December 2022, and officially launched in January 2023 after a month's hard work of dedication. Formed under Swakopmund Mondesa Crime Prevention Unit Sgt Gurirab, Sgt Oxurob and Sgt Gustaf, NAMPOL, followed by Mr. Ricky J.C Unaab. MYAC is registered under Namibian Police Force and has active 25 members. We only operate with Crime Prevention Unit (within its jurisdiction) and if requested by any other officer through Crime Prevention Unit. We take part in multiple and various operations, we are entrusted with confidential information, young members from 19-25 who are fully active physically and who can quickly dissolve evolving argument, but we too have other obligations that fall out of the normal category of only operating on operations or in the station itself and its campaigns, whereas we have public interest obligations such as working on youth stability improvement projects.

We aim to promote safety in the immediate community and town of Swakopmund by also safeguarding the properties of fellow citizens and to encourage the youth in self-responsibility and self-policing, to better their quality of life of the young people through Positive Youth Development in a safe and supportive environment but primarily to protect the Namibian Constitution and the contents within, by enforcing law and promoting humility. MYAC is a youth led body which only consists of members within the age range mentioned above, it too strives to promote youth stability and youth acknowledgement in public, we are responsible for creating healthier and higher qualities of life for underprivileged or at-risk youth, by engaging, equipping and empowering young people to develop further or higher education, vocation training, employment and entrepreneurship to achieve their full potential for themselves their communities and the society at large, contributing factors to a well-off youth.

As our organization continues to expand its efforts in serving the community, We humbly request for the following items in order for us to achieve our ultimate goal which

is to combat crime Reflective Vest Zip and ID Size small x 15 and Reflective Vest Zip and ID medium x 15 , Pepper Spray 60 ml x10 , Pouch for pepper spray x10 , Handcuffs with chain ink x5 , handcuffs pouch x 5 , Plain basketball cap x30 , Plastic cab ties x 20 .

Thank you for considering this opportunity to make a meaningful impact. Your sponsorship will help us continue our vital work, and we would love to discuss how we can collaborate. Please don't hesitate to contact our administrative officer Ms Justina Hamukwaya Cell: +264814579483/ +264812127318, email: myac1.org@gmail.com





REPUBLIC OF NAMIBIA

Department of Police



MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

Enquiries: S/Insp Beukes/ Sgt² Gustaf
Tel: (+264 64) 415009
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Your ref.:
Our ref: 13/2/29/1

Office of the Station Commander
Namibian Police
Private Bag 5016
MONDESA

2025/04/30

TO WHOM IT MAY CONCERN

CONFIRMATION LETTER OF MONDESA YOUTH AGAINST CRIME, MONDESA POLICE STATION, ERONGO REGION:

1. Refer to the above subject.
2. This letter serves to confirm that Justina Hamukwaya ID:01010600419 is a member of Mondesa Youth Against Crime registered under Mondesa Police station and is registered as a community crime fighting group under Sgt² Gustaf the community liaison officer of Mondesa Police Station since 2023.
3. The group consists of active young voluntary members of the community.
4. The member is the chairperson of Mondesa Youth Against Crime, She is hard working ,dedicated and a very active member in the group.
5. For any further assistance contact the station commander or Sgt² Gustaf on 0818234872.

Best Regards,

Station Commander

U.J. BEUKES

