

# Municipality of Swakopmund

## **AGENDA**

## **ORDINARY**

## **COUNCIL MEETING**

### ON

### THURSDAY

## **26 MARCH 2026**

### AT

## **19:00**



**CONTACT US:**

Telephone: +264 64 410 4206

Email: [akahuika@swkmun.com.na](mailto:akahuika@swkmun.com.na)

Website: [www.swkmun.com.na](http://www.swkmun.com.na)



+264 64 410 4201

P O Box 53, Swakopmund, Namibia

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

Enquiries: **Ms A Kahuika**

**26 February 2026**

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, 26 MARCH 2026**

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

**TIME : 19:00**



**A Benjamin**  
**CHIEF EXECUTIVE OFFICER**

ak/-



**INDEX**1. **OPENING BY PRAYER, IF SO DESIRED**2. **APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL**3. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**4. **CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL**

(C/M C/M 2026/03/26 - 5/2/1/1/2)

- 4.1 Minutes of the
- Ordinary Council Meeting**
- held on
- 05 March 2026**
- .
- 
- (pp 10/2026 - 40/2026)

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

ITEM NO	SUBJECT	REF NO	PAGE
7.1	Motion No. 1/2026 moved by Councillor M Kooitjie regarding the upholding of the Standing Rules and the deferment of item 11.1.41 passed by the Ordinary Council Meeting of 05 March 2026, pertaining to the appointment of Aesthetic Committee members	12/2/1/1/3	5

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

None.

9. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**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 JANUARY 2026**

		PAGE
10.(A)	Minutes of the Ordinary <b>Management Committee Meeting</b> held on <b>12 March 2026</b>	60

11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 **MANAGEMENT COMMITTEE MEETINGS HELD IN MARCH 2026**

<b>ITEM NO</b>	<b>SUBJECT</b>	<b>REF NO</b>	<b>PAGE</b>
11.1.1	Erf 113, Vineta: Reconsideration Of Application To Purchase A Portion Of Erf 113, Vineta By Hallie Investment Number Two Hundred And Thirteen CC	113, V 31	62
11.1.2	After-Hours Flight Fee Structure Review	19/1/1/1	87
11.1.3	Swakop Karters: Amendment Of Lease Area For Go-Kart Facility	13/3/1/5	89
11.1.4	Application To Purchase A Portion Of The Street Adjacent To Erf 4063 And Subsequent Consolidation With Erf 4063, Extension 11, Swakopmund	E 4063	100
11.1.5	Attendance Of Councillors At Trade Fairs, Functions, Exhibitions, And Gala Dinners	12/1/1, 13/4/2	115
11.1.6	Establishment Of A Swakopmund Tourism Forum (STF)	15/1/5/3	117
11.1.7	Policy Proposal For The Abolition Of Refundable Key Deposits And Implementation Of A Cashless Breakage Fee System	15P, 15/2/7/1/2	120
11.1.8	Notification To Council For A Call For Expressions Of Interest To Operate The Martin Luther Museum	14/1/1/3	128
11.1.9	Re-Submission: Subdivision Of The Remainder Of Portion 29 Of Farm 163 Into Portions A, B And Remainder	PTN 29 Of Farm 163) G2 (29)	132
11.1.10	Application For The Relaxation Of The Street Building Lines On Erf 68, Vineta	V 68	151
11.1.11	Application For Relaxation Of Lateral Building Line On Erf 9769, Swakopmund, Extension 39	E 9769	164
11.1.12	Writing Off Redundant Vehicles & Material: Water & Sewerage Section	17/2/5/1	177
11.1.13	Identification, Subdivision And Registration Of Land For The Establishment Of A Truck Port	17/1/4/2/1/12	178
11.1.14	Erongo RED : Removal Of Directors	9/1/4/12	199

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

None.

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

None.

7. **MOTIONS OF MEMBERS**7.1 **MOTION NO. 1/2026 MOVED BY COUNCILLOR M KOOITJIE REGARDING THE UPHOLDING OF THE STANDING RULES AND THE DEFERMENT OF ITEM 11.1.41 PROCESSED BY THE ORDINARY COUNCIL MEETING OF 05 MARCH 2026, PERTAINING TO THE APPOINTMENT OF AESTHETIC COMMITTEE MEMBERS**

(C/M 2026/03/26 - 12/2/1/1/3)

---

**Attached** is Motion No. 1/2026 moved by Councillor M Kooitjie regarding the upholding of the Standing Rules In Connection With Convening And Holding Of, And Procedure At, Meetings Of Local Authority Councils And Committees Established By Local Authority Councils: Local Authorities Act, 1992 And The Deferment Of Item. 11.1.41 Passed By The Ordinary Council Meeting held on 05 March 2026, Pertaining To The Appointment Of Aesthetic Committee Member.

---

mailed 01/11/2026

12/2/2026

*Michael Ruby*  
*12/2/2026*  
*12/2/2026*

MOTION

15 March 2026

Dear Mr. A Benjamin – C.E.O. – Swakopmund Municipality

*[Handwritten signature]*

I, the undersigned councillor, Mr Martinus Kooitjie hereby move a **motion** according to standing rules in connection with convening and holding of, and procedure at, meetings of local authority councils and committees established by local authority councils; Local Authority Act, 1992.

Mr Benjamin, I **move** to defer the agenda item 11.4.41 (**agenda item not known**) during the Ordinary Council meeting on 5 March 2026. The decision impacts the community significantly as it contravenes standing rules. Only items listed on the agenda may be discussed. This ensures transparency and prevents surprise motions. Standing rules typically requires urgent items not on agenda need a two thirds-majority vote to be added **only** if that item's urgency and reason for late inclusion must be explained. My reason is that it was not properly notified and lacks sufficient information for informed decision-making.

If urgent, you may move that the council agree to add the item. Councils often have standing rules allowing "urgent business" to be added if the chairperson and majority agree. If something urgent arises, propose a motion to suspend standing orders and add the item. Without this approval, the matter must wait for the next meeting.

**Ordinary Council Meetings Urgent Agenda Items must be procedural as follows:**

The Councillor must raise the issue formally during the meeting. He/she must prepare a written motivation for why your item is urgent. He/she must state clearly: "Chairperson, I move that [item] be considered as urgent business." He/she must provide a short justification for urgency (e.g., time-sensitive, cannot wait until next meeting). He/she must keep his/her request concise and procedural to avoid debate until the item is accepted. The chairperson has discretion to allow urgent matters to be discussed even if not on the agenda. This requires agreement that the matter is urgent and cannot wait until the next meeting. If allowed, the council may then debate and resolve it.

Mr Benjamin it is important to bring this matter under your attention because of the legality, accountability and transparency.

- **Legality:** Decisions taken on items not properly placed on the agenda can be challenged as invalid.
- **Accountability:** Agenda rules protect against abuse of power and ensure councillors and the public are informed in advance.
- **Transparency:** Public notice of agendas is required, so adding items improperly undermines governance. The risk of ignoring procedures may damage public trust in the council.



In Namibia, if a matter is not listed on the official council meeting agenda, the Local Authorities Act (Act 23 of 1992) requires that it cannot be discussed or decided upon unless the council formally agrees to add it as an item. As a councillor, you must follow the procedures set out in the Act and the council's standing rules to request inclusion.

- Local Authorities Act, 1992 (Act 23 of 1992) governs council meetings in Namibia.
- Section 14 & related regulations outline how agendas are prepared and adopted.
- Standing Rules of Procedure provide detailed steps for handling items not on the agenda.

Conclusion: I urge the council to uphold its standing rules and defer item 11.4.41 for proper consideration.

I thank you



Martinus Kooitjie – Swakopmund Local Authority Councillor

39 / 2026

11.1.4)

**UPDATED POLICY ON AESTHETIC CONTROL AND CONSERVATION AREA DEVELOPMENT AND THE APPOINTMENT OF MEMBERS TO THE AESTHETICS COMMITTEE**

(C/M 2026/03/05 – 12/5/1)

During the discussion of this item, the Chairperson of the Management Committee requested Council to consider an additional item under 11.1.4) Policy on Aesthetic Control and Conservation Area Development and Compilation of an Aesthetic Committee. The MC Chairperson informed Council that the item/submission was erroneously omitted from the agenda, however, the item was already presented and discussed at the Special Management Committee (SMC) Meeting of 3 February 2026 under which it was recommended on condition that the proposed names of the Aesthetic Committee members be submitted to Council for consideration. At the SMC meeting of 3 February 2026 both Members of the Management Committee (MC) and members of the Council were in attendance. Thus, the resubmission with the proposed names of the members to serve on the Aesthetic Committee. The house was divided as some members of the Council opted for the item to be deferred due to procedural flaws. On the other hand, other members of the Council opined that the matter is of such great importance for Council to pronounce itself since there are quite a number of drawings/building plans that awaits the Aesthetic Committee's decision.

The Chairperson of the Council, Her Worship the Mayor who presided the Council meeting requested that the matter be voted upon due to two proposals on the table. Hon. Cllr Dina Namubes requested for permission to leave the meeting, which was duly granted. The voting proceeded and seven (7) members voted in favor of the proposed names and policy approval while one (1) member namely Hon. Cllr M. Kooitjie abstained. It was therefore

**RESOLVED:**

- (a) That the updated Policy on Aesthetic Control and Conservation Area Development and the appointment of members to the Aesthetics Committee be approved, adopted, and implemented.
- (b) That aesthetic control be limited exclusively to developments within the Conservation Area, and that aesthetic review requirements for developments outside the Conservation Area be formally removed.
- (c) That Council recalls the decision taken at the Ordinary Council Meeting held on 4 November 2025 under Item 11.1.5, in terms of which the following people were appointed to serve on Council's Aesthetics Committee:

<i>Registered Local Architects</i>	<i>Community Representatives</i>
<i>Mr Stefano Campetti</i>	<i>Mr Nehemia Salomon</i>
<i>Ms Phil-Marie Engelbrecht</i>	<i>Mrs Lynette van Niekerk</i>

and that the above-mentioned members shall no longer serve on the Aesthetics Committee.

- (c) That Council constitutes the Aesthetics Committee as an advisory committee in terms of Section 30(1)(w) of the Local Authorities Act 23 of 1992.
- (e) That Council appoints the following members to serve on the Aesthetics Committee for a bi-annual term:

**Council Representation**

40 / 2026

- *Primary Member: Councillor H U Weiman*
- *Alternate Member: Councillor A S Angula*

**Registered Local Architects**

- *Ms Nadine Cohen*
- *Mr Stefano Campetti*

**Community Representatives**

- *Mr Silvanus T. Kathindi*
- *Mr Johannes G. van der Merwe*

**Municipal Administration**

- *Chief Executive Officer*
- *Manager: Town Planning.*

---

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

None.

The meeting adjourned: **20:20.**Minutes to be confirmed on **26 March 2026.****Mr C McClune**  
**CHIEF EXECUTIVE OFFICER (ACTING)****Councillor S M Kautendokwa**  
**MAYOR**

motion no. 1 / 2026

12/2/1/3

**Sharon D. Pogisho**

**From:** Annalize Swart  
**Sent:** 16 March 2026 06:07 PM  
**To:** Mpsi Haingura  
**Cc:** Sharon D. Pogisho; Alfeus Benjamin  
**Subject:** MOTION : CLLR MARTINUS KOOTJIE  
**Attachments:** doc02513420260316172745.pdf

**Importance:** High



Dear GM: Corporate Services, Human Capital & ITC

Please find attached a motion submitted by Councillor Martinus Kootjie dated 16 March 2026, addressed to the Office of the Chief Executive Officer.

Kindly take note that the motion has been received and is hereby referred to your office to be dealt with in accordance with the applicable provisions governing councillor motions, as prescribed under the Local Authorities Act, 1992, as well as Council's Standing Rules and Orders regulating the convening and conduct of Council meetings.

You are requested to attend to the necessary administrative processing of the motion, including advising on the appropriate procedural steps for its consideration by Council, and to ensure that the matter is handled in compliance with the relevant statutory and governance requirements.

Please keep this office informed of the progress and the procedural arrangements made in this regard.

Kind regards,  
Office of the CEO

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office | +264 64 410 4100



**GOVERNMENT GAZETTE**  
OF THE  
**REPUBLIC OF NAMIBIA**

NS\$7,20

WINDHOEK - 2 April 2015

No. 5705

CONTENTS

Page

**GENERAL NOTICE**

No. 140	Standing Rules in connection with convening and holding, and procedure at meetings of Local Authority Councils and Committees established by Local Authority Councils: Local Authorities Act, 1992 .....	1
---------	--	---

**General Notice**

**MINISTRY OF REGIONAL AND LOCAL GOVERNMENT,  
HOUSING AND RURAL DEVELOPMENT**

No. 140

2015

**STANDING RULES IN CONNECTION WITH CONVENING AND HOLDING OF, AND  
PROCEDURE AT, MEETINGS OF LOCAL AUTHORITY COUNCILS AND COMMITTEES  
ESTABLISHED BY LOCAL AUTHORITY COUNCILS: LOCAL AUTHORITIES ACT, 1992**

In terms of Section 14(6)(b) of the Local Authorities Act, 1992 (Act No. 23 of 1992), I have made the standing rules set out in the Schedule.

**C. NAMOLOH**  
**MINISTER OF REGIONAL AND LOCAL**  
**GOVERNMENT, HOUSING AND RURAL**  
**DEVELOPMENT**

Windhoek, 16 March 2015

SCHEDULE

ARRANGEMENT OF RULES

1. Definitions
2. Notice of meetings
3. Miniting of names

4. Quorum at commencement of and during meeting
5. Sequence of business and agenda of ordinary meeting of council
6. Sequence of business and agenda of first council meeting
7. Minutes of meetings
8. Opening of council meeting
9. Language
10. Deputations
11. Petitions
12. Motions
13. Notice of motions
14. Order of motions
15. Unopposed motions
16. Opposed motions
17. Motion to rescind or motion with same tenor as previous motion
18. Reference of motions to management committee
19. Motion of no confidence in management committee
20. Questions
21. Reports of management committee to council
22. Recommendations of management committee
23. Reports of committees
24. Proposals and motions of order which may be introduced
25. Amendments
26. Proposal that matter be voted upon
27. Motion of order that meeting be adjourned
28. Motion of order that debate be suspended
29. Motion of order that debate be closed
30. Motion of order that next matter on agenda be proceeded with
31. Motion of order that matter be remitted to Management Committee
32. General provisions relating to motion of order
33. Withdrawal of motions and proposals
34. Voting
35. Minuting of dissenting vote
36. Right to speak and reply
37. Duration of speeches
38. Members to stand and address chairperson
39. Discussion to be to point
40. Chairperson has precedence
41. Repetition, irrelevancy and disturbance of order
42. Removal of person from chamber
43. Suspension of right to attend meetings
44. Suspension of rules
45. Interpretation of rules
46. Adjournment of meetings
47. Committee of whole council
48. Time of committee meetings
49. Resignation as member of committee
50. Filling of vacancy in committee
51. Filling of vacancy in committee during absence of member
52. Official communications

#### Definitions

1. In these regulations a word or an expression to which a meaning has been given in the Act has that meaning, and unless the context otherwise indicates -

“chairperson of council” means a chairperson of the council elected in terms of section 11 of the Act;

"chairperson of management committee" means a chairperson of the management committee elected in terms of section 23 of the Act;

"committee" means a committee of a council;

"council" means a local authority council;

"first council meeting" means the meetings referred to in section 14(1)(a) of the Act and includes any other meeting where a chairperson of council, vice-chairperson of council or members of the management committee are elected;

"meeting" means a meeting of a council or committee;

"member" means a member of a council;

"motion" means a motion referred to in regulation 12;

"ordinary council meeting" means a meeting of a council other than a first council meeting;

"proposal" means a proposal, other than a motion, proposed and seconded during a meeting of a council or a committee;

"the Act" means the Local Authorities Act, 1992 (Act 23 of 1992); and

"these rules" means the standing rules in connection with the convening and holding of, and procedure at, meetings of councils and committee contained herein.

#### Notice of meetings

2. (1) The chief executive officer must cause a notice issued by him or her to be furnished to each member of a council or committee or to be delivered to his or her business or residential address at least 72 hours before the commencement of a meeting.

(2) A notice referred to in subrule (1) must state the date, time and place of the meeting and the business to be dealt with at the meeting.

(3) If a meeting is adjourned, the chief executive officer must give written notice of the continuation of the meeting as contemplated in subrule (1).

(4) If the date, time and place of the continuation of a meeting is determined at the meeting which is adjourned, the chief executive officer must give written notice to every member of a council or committee, who was absent from the meeting which was adjourned, to reach the member at least 72 hours before the commencement of the continuation of the meeting.

(5) A member of a council or committee -

(a) must provide the chief executive officer in writing with his or her business and residential address for the purpose of delivery of the notice referred to in subrule (1) or (3); and

(b) must forthwith notify the chief executive officer in writing of a change in an address referred to in paragraph (a).

and a delivery of a notice at an address referred to in paragraph (a) or (b) is considered to have reached the member at the time of delivery of the notice.

**Minuting of names**

3. The minutes of a meeting referred to in rule 7 -
  - (a) must include the names of the members of a council or committee or staff member present, absent with leave and absent without leave at the meeting; and
  - (b) is *prima facie* proof of the presence, absence with leave or absence without leave of the member of a council or committee or a staff member at the meeting.

**Quorum at commencement of and during meeting**

4. (1) The quorum of -
  - (a) a council is as set out in section 14(3) of the Act; and
  - (b) a committee is -
    - (i) half of the total membership of the committee, if the total membership of the committee is an even number; and
    - (ii) the majority of the total membership of the committee, if the total membership of the committee is an uneven number
- (2) The business of a meeting may only be proceeded with, if a quorum is present.
- (3) If at the expiration of five minutes after the time set for the meeting a quorum is not present, the members of a council or committee present may decide by majority vote to wait another ten minutes to try and obtain a quorum.
- (4) If a decision is not taken in terms of subregulation (3) or if the decision is taken and at the expiry of ten minutes there is still no quorum, the members of a council or committee present may, by majority vote, decide to adjourn the meeting to a specified date, time and place, and in that case the provisions of regulation 2(3) and (4) apply.
- (5) If a decision is not taken under subrule (4) -
  - (a) the chairperson of council or in the absence of the chairperson, the chief executive officer; or
  - (b) the chairperson of a committee or in the absence of the chairperson, a member of the committee.

must adjourn the meeting to a specified date, time and place and in that case the provisions of regulation 2(3) and (4) apply.

- (6) If during a meeting of a council or committee, the attention of the chairperson of council or committee is drawn to the number of members present, the chairperson must count the members present and if it is found that there is no quorum, the meeting may not proceed and subrule (4) and (5) apply with the necessary amendment as if no decision had been taken in terms of subrule (3).

**Sequence of business and agenda of ordinary meeting of council**

5. (1) The sequence of business of an ordinary meeting of a council is as set out in the agenda of meeting of the council and must, as far as possible, be as follows -

- (a) opening by prayer, if so desired;
- (b) adoption of the agenda of the meeting of a council;
- (c) application of leave of absence by members of a council;
- (d) confirmation of the minutes of the previous meeting of a council;
- (e) interviews with deputations or persons summoned or requested to attend the meeting of a council;
- (f) official announcements, statements and communications;
- (g) petitions;
- (h) motions of members;
- (i) answers to questions of members of which notice has been given;
- (j) report of the management committee referred to in section 26(1)(e) of the Act;
- (k) recommendations of the management committee;
- (l) reports and recommendations of committees or the chief executive officer; and
- (m) draft regulations and tariffs, if any.

(2) The sequence of business and agenda of a meeting of a committee is, with the necessary changes, substantially the same as in the case of a council.

#### Sequence of business and agenda of first council meeting

6. The sequence of business of a first council meeting convened in terms of section 12 of the Act is as set out in the agenda of the meeting and must as far as possible be as follows -

- (a) opening prayer, if so desired;
- (b) the election of the chairperson of council and other persons elected in terms of section 12 of the Act; and
- (c) the election of the members of the management committee as contemplated in section 22 of the Act.

#### Minutes of meetings

7. (1) The minutes of a meeting of a council are confirmed at the next ordinary meeting of the council.

(2) The minutes of every meeting of a committee are confirmed at the next ensuing meeting of the committee, unless the minutes or a portion of the minutes are, prior to the confirmation by the committee, submitted to a council for consideration and acceptance.

(3) If the minutes of a meeting of a committee or any portion of the minutes are submitted to a council as contemplated in subrule (2), the minutes or the portion of the minutes are confirmed by a quorum of the members of the committee at the meeting of the council.

(4) The minutes of a previous meeting which have not yet been approved must first be read at a meeting and must be signed by the chairperson of council or committee and the chief executive officer if they are confirmed.

(5) Despite subrule (4), the minutes of a previously meeting are considered as read, if the minutes lay for inspection by all members of a council or committee for 48 hours prior to the meeting at which they are submitted for confirmation.

(6) A motion or proposal on the minutes of a previously meeting may not be submitted, nor may any discussion regarding the minutes be entered into save in so far as the correctness of the minutes is concerned.

(7) An objection to the correctness of the minutes of a previous meeting must be submitted in writing to the chief executive officer, at least 24 hours prior to a meeting, for submission to the meeting together with the comments of the chief executive officer, except minor amendments approved by the members at a meeting.

(8) Any information furnished at a meeting concerning the powers or lack of powers of a council or the interest of a member in terms of section 19 of the Act must be entered in the minutes of that meeting.

(9) The minutes of a meeting must record the resolutions taken, but does not need to be a verbatim record of the meeting minuted.

#### Opening of council meeting

8. (1) If a chairperson of council and chief executive officer enter a council chamber, the members of council must rise and remain standing until the chairperson of council and the chief executive officer have sat down or until completion of the prayer referred to in subregulation (2), if applicable.

(2) It is optional for a council to open its meeting by a reading from the scriptures, a short lesson or a prayer by a person designated from time to time by the chairperson of council.

#### Language

9. (1) The chairperson of council or committee may allow a person to addresses a council or committee in a language other than the official language if that language is commonly used in the area of the council.

(2) The chairperson referred to in subrule (1) may only allow the use of the language other than the official language if he or she is of the opinion that the person addressing the council is not sufficiently proficient in the official language so as to properly express himself or herself.

(3) If a meeting is addressed in a language other than the official language, a member of a council, committee or staff member present at the meeting may request the chairperson referred to in subrule (1) to translate that language into the official language or to cause it to be translated and the translation must be verbal.

#### Deputations

10. (1) A deputation desirous of having an interview with a council or committee must submit to the chief executive officer a written memorandum in which the representations it wishes to make are set out.

(2) The chairperson of a council or committee must decide whether the deputation is to be heard and whether the matter can be disposed of under the ordinary powers of the meeting of the council or committee.

(3) If the chairperson of a council decides that the deputation is not to be heard, he or she may refer the matter to the management committee which must then consider the request as if it is a request for an interview with the management committee.

(4) A deputation consists of not more than five members, and only one member of the deputation may address members of council or committee, except when a question of a member of the council or committee is being answered.

(5) The council or committee may -

- (a) hear the deputation and gather all relevant information and may, after the deputation has departed, deal further with the matter; or
- (b) express, after hearing the deputation, the view or opinion of the council or committee on the representations made by the deputation.

#### Petitions

11. (1) A member of a council or committee may submit a petition to the chief executive officer:

(2) A petition referred to in subrule (1) -

- (a) must be properly motivated; and
- (b) may not be read to a council or committee, and no speech or comments concerning it may be heard, but must be referred to the next ordinary meeting of the management committee which must report to the council.

(3) Every petition must have the word "Petition" as a heading.

#### Motions

12. (1) Subject to rule 13, a member of a council or committee may introduce a motion which must relate to a matter in connection with the administration or conditions in a local authority area.

(2) The chairperson of a council or committee may reject a motion if, in his or her opinion -

- (a) it is contrary to these rules or any law;
- (b) it deals with a matter in respect of which a council or committee has no jurisdiction;
- (c) it leads to the discussion of a matter already contained in the agenda of the meeting; or
- (d) there is no seconder for a motion in the case of an opposed motion.

(3) More than four motions by a member of a council or committee may not appear on the same agenda, which number does not include motions which stand over from a previous meeting.

**Notice of motions**

13. (1) A member of a council or committee must give notice under the heading "Motion" of every motion he or she wishes to introduce and the notice must contain proper motivation of the motion and be signed by the member.

(2) Every notice referred to in subrule (1), must be submitted to the chief executive officer who must -

- (a) date it with the date of receipt;
- (b) number it in sequence; and
- (c) enter it into a book kept for that purpose.

(3) The chief executive officer must, in writing, acknowledge receipt of the motion referred to in subrule (1) if a member referred to in that subrule so request.

(4) A motion may only be placed on the agenda of a meeting if it is received at least six days prior to the date of the next ensuing meeting.

**Order of motions**

14. Subject to rule 13(4), a chief executive officer must place every motion on the agenda of the meeting in the order in which it was received.

**Unopposed motions**

15. (1) The chairperson of a council or committee must read out the number of every motion coming up for discussion as well as the name of the mover of the motion in order to ascertain which motion is unopposed.

(2) Subject to rule 12(2) and 18, an unopposed motion is passed without discussion and without being seconded.

**Opposed motions**

16. (1) A member of a council or committee who wishes to oppose a motion appearing on the agenda must, before the commencement of a meeting, lodge with the chief executive officer a written notice signed by the member to the effect that the motion is being opposed.

(2) Subject to rule 12(2), the chairperson of a council or committee must call on the mover of each opposed motion, a seconder must be obtained and the matter must be ruled open for discussion.

(3) If the mover of the motion is not present at the meeting, a seconder must be obtained and the matter must be ruled open for discussion.

**Motion to rescind or motion with same tenor as previous motion**

17. (1) A member of a council or committee may not introduce a motion -

- (a) to rescind a resolution taken within the preceding six months; or
- (b) with the same tenor as one rejected during the preceding six months.

unless, subject to rule 13, the motion has been signed by three members in addition to the proposer.

(2) A motion introduced in accordance with subrule (1), may only be carried by a majority of 75 percent of the total membership of a council or committee.

(3) After a council or committee has disposed of a motion referred to in subrule (2), a similar motion may not be introduced within six months of such disposal.

#### Reference of motions to management committee

18. (1) Prior to the passing by a council of any motion which may -
- (a) result in the expenditure or revenue of a council being affected; or
  - (b) affect the drafting, amendment or repeal of a rule or other law.

the chairperson of the council must refer the motion to the management committee for report to the council.

(2) Subrule (1) applies with the necessary changes to a proposal before a council having the effect contemplated in subrule (1), excluding a recommendation of a management committee.

#### Motion of no confidence in management committee

19. (1) Subject to rules 13 to 16 inclusive, a member of a council may introduce a motion of no confidence in the management committee.

(2) Despite any provision to the contrary contained in these rules, a motion referred to in subrule (1) may not be placed on the agenda of the next ordinary meeting, but the chief executive officer must at that meeting read out the motion and the motivation advanced in respect of the motion.

(3) After reading out the motion and the motivation advanced under subrule (2), the motion must be placed on the agenda of the next ordinary meeting or a special meeting of a council convened for that purpose and the council must consider the motion.

(4) Every member of a management committee in respect of which a motion of no confidence has been introduced as contemplated in subrule (1) must be given an opportunity to address a council, and if a motion referred to in that subrule is carried by a council every member of the management committee must resign and a member who fails or refuses to resign is considered to have resigned.

(5) A council must immediately determine a date for a meeting in order to elect members of a management committee in accordance with section 22 of the Act.

(6) A former member of a management committee is, at an election referred to in subrule (5), eligible for re-election.

#### Questions

20. (1) A member of a council or committee may put a question at a meeting relating to a matter which arises from or relates to the business of a council or committee.

(2) A member referred to in subrule (1) must submit to the chief executive officer a written and signed notice of the question, referred to in that subrule, at least 48 hours prior to the commencement of the meeting.

- (3) The chief executive officer must -
- (a) as early as possible after receipt of the notice referred to in subrule (2), submit a copy of the notice to the chairperson of a council or committee from whose business the question originates; and
  - (b) prior to the commencement of the meeting at which the question must be answered, furnish a copy of the notice referred to in subrule (2) to every other member of a council or committee and to the chairperson of a council or committee or the member presiding at the meeting.
- (4) The chairperson of a council or committee to whom a notice referred to in subrule (2) has been submitted under subrule (3)(a), must answer the question in writing.
- (5) The chairperson referred to in subrule (4) must hand the written answer to the chief executive officer at least two hours prior to the commencement of the meeting at which the question is to be answered and the chief executive officer must hand it over to the members of the council or committee together with a copy of the notice referred to in subrule (3).
- (6) The chairperson of a council or committee may decide that the answering of a question stands over to the meeting of the council or committee following on the meeting referred to in subrule (1).
- (7) Despite subrule (1), a member of a council or committee, subject to subrules (8), (9) and (10) and after written notice, may put a question which in the opinion of the chairperson of a council or committee is of urgent public interest.
- (8) A notice referred to in subrule (7) must -
- (a) be signed the member and be co-signed by the chairperson of the council or committee from whose business the question originates; and
  - (b) be handed to the chief executive officer at least 10 minutes prior to the commencement of the meeting at which the question is to be answered.
- (9) A question referred to in subrule (7) is answered verbally and not in writing.
- (10) If the member who has put a question referred to in subrule (7) so request, the chief executive officer must ensure that the answer to the question is given in writing to the member together with the minutes of the meeting at which the question is answered.
- (11) If a shorter notice than 48 hours as required under subrule (2) of putting of a question has been given to the chief executive officer or if a member has given a notice under subrule (7) and the question is not of urgent public interest as contemplated in subrule (7), the question must be disposed of in the manner contemplated in subrule (3), (4), (5) and (6) on the next ordinary meeting following the meeting prior to which the question was put.
- (12) The chairperson of a council or committee may rule that a question put under subrule (1) or (7) be disposed of in the interests of good order on the next ordinary meeting of the council.
- (13) Subject to this rule, a question referred to in this rule may be discussed after it has been answered in the manner provided for in this rule.
- (14) A chairperson of a council or committee may reject a question if he or she is of the opinion that it is out of order or is not clearly put or that this rule has not been complied with.

**Reports of management committee to council**

21. (1) The report of a management committee regarding its decisions on matters delegated to it or in respect of the exercise of its powers or the performance of its functions as contemplated in section 26(1) of the Act must be placed on the agenda of every ordinary meeting of a council.

(2) The chairperson of the management committee or in his or her absence, a member of the management committee requested by the chairperson, must put the report referred to in subrule (1) to a council for information.

(3) A report referred to in subrule (1) may be discussed, but a motion or proposal may not be introduced on the report, except that cognisance of the matter may be taken.

(4) Any question or proposal in connection with a report referred to in subrule (1) must be submitted, prior to the meeting on which the report is placed on the agenda of that meeting, to the chief executive officer in writing and it may only be disposed of at the meeting subsequent to the first mentioned meeting.

**Recommendations of management committee**

22. (1) The recommendation of the management committee to a council must be placed on the agenda of an ordinary meeting of a council in accordance with rule 5.

(2) The chairperson of a management committee or in his or her absence, a member of the management committee requested by the chairperson must propose each recommendation of the management committee for acceptance by the council.

(3) Subject to subrule (4), a proposer referred to in subrule (2) may, with the consent of at least two-thirds of the members of the management committee present, amend a recommendation of the management committee or withdraw an item on the report of the management committee for remission to the management committee.

(4) An ordinary majority of the members of a management committee is sufficient for an amendment referred to in subrule (3) which, in the opinion of the chairperson of a council, is of a non-material nature.

(5) For the purposes of these rules a recommendation of a management committee is considered as a proposal which has been seconded.

**Reports of committees**

23. (1) A report of a committee to a council must be placed on the agenda of an ordinary meeting of the council in accordance with rule 5.

(2) The chairperson of a committee or in his or her absence a member of the committee requested by the chairperson must propose each recommendation of the committee for acceptance by a council.

(3) A proposer referred to in subrule (2) may, with the consent of at least two-thirds of the members of the committee present, amend a recommendation of the committee or withdraw an item on the report of the committee for remission to that committee.

(4) Rule 21(3) applies with necessary changes to a report submitted for information in terms of subrule (1).

#### Proposals and motions of order that may be introduced

24. Subject to any provision to the contrary contained in these rules, if a motion or proposal is under discussion during a meeting it may only be proposed that -

- (a) the motion or proposal be amended;
- (b) the matter be voted upon; or
- (c) any of the following motions of order be introduced, namely that the -
  - (i) meeting be adjourned;
  - (ii) debate be suspended;
  - (iii) debate be closed;
  - (iv) next matter on the agenda be proceeded with; or
  - (v) matter be remitted to the management committee.

#### Amendments

25. (1) Every amendment of a motion or proposal must relate to the motion or proposal before a council or committee in respect of which it is introduced.

(2) An amendment may not be introduced in respect of an unopposed motion.

(3) If the chairperson of a council or committee require, an amendment must be put in writing, signed by the proposer and be submitted to the chairperson and chief executive officer.

(4) Every written amendment must be read out by the chairperson referred to in subrule (3) and after the reading the proposer may speak on the amendment.

(5) After a proposer has spoken on an amendment, under subrule (4), the amendment must be seconded, before a council or committee discusses it or votes on the amendment.

(6) An amendment lapses if there is no a seconder under subrule (5).

(7) A member may only address a council or committee once on an amendment, but a proposer of a motion or proposal to which the amendment under discussion was proposed may reply.

(8) A member who has formally seconded an amendment may immediately or later speak on the amendment.

(9) After an amendment to a motion or proposal has been introduced and seconded, further amendment may not be introduced before the first amendment is disposed of.

(10) If an amendment is carried, the original motion or proposal, as amended, is the motion or proposal before a council or committee and any further amendment may be introduced in respect of the amended motion or proposal.

#### Proposal that matter be voted upon

26. (1) If a proposal that a matter under discussion be voted upon is carried, the matter must be voted upon without further discussion.

(2) A proposal referred to in subrule (1) may be made at any time during the course of the debate, but not while a speech is in progress.

(3) Subject to subrule (4), a proposal referred to in subrule (1) may not be discussed.

(4) A proposer of a matter referred to in subrule (1) may, if the proposal is seconded, speak on the proposal for not more than five minutes.

(5) A proposal referred to in subrule (1) lapses if there is no seconder to the proposal.

#### Motion of order that meeting be adjourned

27. (1) If a motion of order that a meeting be adjourned is carried, the meeting must adjourn in accordance with rule 46.

(2) A member may not introduce or second more than one motion referred to in subrule (1) in respect of the same sitting of a meeting.

#### Motion of order that debate be suspended

28. (1) Subject to subrule (2), if a motion of order that a debate be suspended is carried, the discussion of the matter must resume at the next ordinary meeting and a council or a committee must proceed to the next matter on the agenda.

(2) Despite subrule (1), a special meeting may be convened for the discussion of a matter in respect of which a debate has been suspended as contemplated in subrule (1).

(3) When a suspended debate is resumed the member who proposed the suspension is entitled to speak first.

(4) A member may not introduce or second more than one motion of order referred to in subrule (1) in respect of the same debate.

#### Motion of order that debate be closed

29. (1) If a motion of order that a debate be closed is carried, the motion lapses completely.

(2) A member may not introduce or second more than one motion referred to in subrule (1) in respect of the same debate at the same meeting.

#### Motion of order that next matter on agenda be proceeded with

30. (1) If a motion of order that the next matter on the agenda be proceeded with is carried, the motion under discussion lapses and a council or committee must without further discussion proceed to the next matter on the agenda.

(2) A member may not introduce or second more than one motion referred to in subrule (1) at the same meeting.

#### Motion of order that matter be remitted to management committee

31. If a motion of order that a matter be remitted to the management committee is carried, the matter must be remitted without further discussion to the management committee and a council or committee must proceed to the next matter on the agenda.

#### General provisions relating to motions of order

32. (1) A motion of order may be introduced verbally.

(2) As soon as a motion of order is introduced all discussions of the matter is discontinued immediately and after a seconder for the motion of order has been obtained the proposer is entitled to speak on the motion of order for not more than five minutes.

(3) A motion of order lapses if there is no seconder to the motion.

(4) A seconder of a motion of order may not speak on the motion.

(5) After the proposer of a motion of order has spoken, the proposer of the matter under discussion when the motion of order is introduced may, for not more than five minutes, speak on the motion of order and thereafter the motion of order must be voted upon without further discussion.

(6) A motion of order may not be introduced within 30 minutes after a similar motion of order in respect of the same matter has been dealt with, unless if in the opinion of the chairperson of council or committee the circumstance justifies the introduction of such motion of order.

#### Withdrawal of motions and proposals

33. (1) A proposer may, with the consent of a council, withdraw a motion or proposal, including an amendment to the motion or proposal.

(2) A discussion may not be held during the discussion of consent for a withdrawal referred to in subrule (1).

#### Voting

34. (1) Subject to subrule (4), voting at a meeting of a council or committee is done by the show of hands and the result of the voting is announced by a chairperson of council or committee.

(2) If a member of a council or committee questions a decision by the show of hands, a chairperson referred to in subrule (1) must request all members -

- (a) in favour of the motion or proposal;
- (b) not in favour of the motion or proposal; and
- (c) who have abstain from voting.

to rise from their seats and the chairperson must record their names and the total votes obtained.

(3) The chairperson referred to in subrule (1) must announce who voted in favour of, and who voted against, the motion or proposal and who abstained from voting, and whether the motion or proposal has been carried or rejected.

(4) If a member insists, voting must take place by secret ballot.

(5) The voting under subrule (4) is checked by a chairperson of council or committee and the chief executive officer and the chairperson must announce the result of the voting.

(6) A chairperson of council or committee has, in the event of an equality of votes, a casting vote in addition to his or her deliberative vote.

**Minuting of dissenting vote**

35. (1) Subject to subrule (2), a member of a council or committee may request immediately that his or her vote against a motion, proposal or resolution be recorded in the minutes.

(2) A chairperson of council or committee may refuse to have a vote referred to in subrule (1) recorded if, in his or her opinion, an improper motive can be attributed to it.

**Right to speak and reply**

36. (1) Subject to any provision to the contrary contained in these rules and to subrule (2), a member of a council or committee may not speak more than once on a motion or proposal.

(2) Subject to any provision to the contrary contained in these rules, the proposer of a motion or proposal may reply before the motion or proposal is voted upon, but a member is only restricted to reply to previous speakers and may not introduce new matters.

(3) A council or committee may allow the proposer of a proposal referred to in rule 21(2) or 22(2) to clarify a matter before a specified recommendation is considered or during the discussion of the recommendation in reply to a specific question.

**Duration of speeches**

37. Subject to any provision to the contrary contained in these rules, a member of a council or committee may not speak for more than ten minutes on a motion or proposal, but the council or committee may allow a speech to proceed for a further period of not more than five minutes.

**Members to stand and address chairperson**

38. (1) A member of a council or committee, except a chairperson of council or committee, must stand when speaking unless if a chairperson allows the member to remain seated.

(2) A member of a council or committee must address a chairperson of council or committee when speaking.

**Discussion to be to point**

39. A member of the council or committee must confine himself or herself strictly to the matter, motion or point of order under consideration and no discussion anticipating a matter on the agenda may be allowed.

**Chairperson has precedence**

40. If a chairperson of a council or committee rises during a debate, a member speaking or about to speak must sit down and remain silent so that the chairperson may be heard undisturbed.

**Repetition, irrelevancy and disturbance of order**

41. (1) A chairperson of a council or committee must direct the attention of a meeting to irrelevancy, unnecessary repetition, unseemly language or any disturbance of the order by a member of the council or committee and if the member persists the chairperson must order him or her to stop his or her behaviour.

(2) If a member referred to in subrule (1) persists in disregarding the authority of the chairperson referred to in that subrule, the chairperson must order the member to retire from the meeting.

(3) If a member refuses to comply with an order given under subrule (2), the chairperson referred to in that subrule may instruct a law enforcement officer to remove the member from the meeting and to preclude the member from returning to the meeting.

#### Removal of person from chamber

42. If-

- (a) in the opinion of a chairperson of a council or committee, a person is not properly dressed; or
- (b) a chairperson of a council or committee considers it necessary for maintaining order,

the chairperson may at any time during a meeting -

- (i) give instructions that the person be removed from a council or committee chamber; or
- (ii) in a case referred to in paragraph (b), instruct that the public gallery be cleared.

#### Suspension of right to attend meetings

43. (1) Subject to subrule (3) and (4), a council or committee may suspend the right of a member of a council or committee to attend a meeting of a council or committee, if the member -

- (a) fails or refuses to comply with an order referred to in rule 41(2);
- (b) wilfully obstructs the business of a meeting of the council or committee;
- (c) fails or refuses to comply with an order given under rule 42; or
- (d) publishes or discloses -
  - (i) a document of a council or committee;
  - (ii) the proceedings of a council, committee or a committee relating to land or other property which a council is acquiring or expropriating;
  - (iii) legal or arbitration proceedings in which a council is part of; or
  - (iv) any other matter in which the publication or disclosure may prejudice the interest of the council or committee.

(2) Despite any provision to the contrary contained in these rules, a proposal to suspend a member as contemplated in subrule (1) may be moved at any stage during a meeting.

(3) A proposal to suspend a member as contemplated in subrule (1) may not be decided upon before the member proposed to be suspended is afforded an opportunity to state his or her case to a council or committee.

(4) A member referred to in subrule (1) may be suspended under that subrule for a period not exceeding one month.

#### Suspension of rules

44. (1) Despite any provision to the contrary contained in these rules, but subject to subrule (2), a member of a council or committee may propose during a meeting propose that these rules be suspended for a purpose which such member must state.

(2) A council or committee may, by majority vote of members, suspend one or more provisions of these rules for the purpose of discussing a specific matter, except rules 4, 7, 13(1), 15, 24, 34, 39, 40 and 46.

(3) A proposal referred to in subrule (1) may only be made in regard to a specific matter, but lapses if it is not adopted by a majority vote of members of a council or committee.

(4) A chairperson of a committee may, at a meeting of the committee, apply any provision of these rules which is not applicable to the committee if he or she is of the opinion that it is necessary or expedient for the proper dispatch of the business of the committee.

#### Interpretation of rules

45. (1) A member of a council or committee may request that a ruling of a chairperson of the council or committee on the interpretation of these rules be recorded in the minutes of the meeting.

(2) A chief executive officer must keep a list of rulings referred to in subrule (1).

(3) A chairperson referred to in subrule (1) must sign the entry in a list referred to in subrule (2) of each ruling he or she has given.

(4) A member of a council or committee who made a request under subrule (1) may verbally require during the meeting or in writing within five days after the meeting that the chief executive officer submit the matter to the management committee.

(5) A management committee referred to in subrule (4) must consider the matter and report to a council.

(6) A council may, on the recommendation of the management committee, order that the ruling of the chairperson of the council or committee be withdrawn or amended.

#### Adjournment of meetings

46. (1) A chairperson of a council or committee may adjourn a meeting to a specified day, time and place if it appears to him or her that further continuation of the meeting is undesirable on account of irrelevancies or disturbance of the peace.

(2) If a meeting is adjourned by the chairperson of a council or committee under subrule (1), the members of the council or committee must rise and remain standing until the chairperson and the chief executive officer have left the chamber.

#### Committee of whole council

47. A council may, at any time before or during a meeting, go into committee of the whole council for the purpose of considering a matter referred to in section 14(2)(a) of the Act.

**Time of committee meetings**

48. (1) A committee may itself determine the date, time and venue of its meetings.

(2) A meeting of a committee may only be held with the consent of a council during a meeting of the council.

**Resignation as member of committee**

49. (1) A member of a committee who wishes to resign as member of the committee must submit a written resignation to the chief executive officer.

(2) A resignation referred to in subrule (1) may not be withdrawn.

**Filling of vacancy in committee**

50. (1) A chairperson of a committee must report a vacancy which has occurred in the committee to a council and the council may fill the vacancy.

(2) A report referred to in subrule (1) is submitted before the next ordinary meeting a council after the committee meeting at which the vacancy referred to in that subrule is reported.

**Filling of vacancy in committee during absence of member**

51. If leave is granted to a member of a committee to be absent from a meeting of the committee and such absence may result in the lack of a quorum at the meeting, a council may designate another member to serve on the committee in the place of the absent member during his or her absence.

**Official communications**

52. An official communication on behalf of a council or committee may only be made by the chief executive officer or by a member of the council or a staff member designated for that purpose by the council.

---



11 / 2026

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

3.1 Application for leave of absence:

- Councillor S S Iitembu - Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 29 JANUARY 2026**  
(C/M 2026/03/05 5/2/1/1/2)

On the proposal of Councillor C A Hartung, seconded by Councillor A S Angula, it was:

**RESOLVED:**

That the minutes of the Ordinary Council Meeting held on 29 January 2026, 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 2026/03/05 5/5/2)

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

**Good evening once again.**

*It is my pleasure to share with you a brief overview of key activities and developments that took place in February here in Swakopmund.*

12 / 2026

**First**, our Council undertook several familiarization visits with key stakeholders during the month of January and February. These engagements allowed us to strengthen our partnerships and gain valuable insights into the needs and priorities of our community. Such interactions are vital to ensuring that our plans and programs reflect the aspirations of the people we serve.

I wish to thank our partners who welcomed us and for the strengthened partnerships.

**Honourable Councillors, Ladies and gentlemen**

I am pleased to report that the induction sessions for newly elected councillors were successfully completed last month. These sessions equipped us with the essential knowledge and tools to carry out their duties effectively, ensuring strong leadership and continuity within our Council. I can confidently say that we are now ready

Another highlight of the month was the formal handover of the Youth Economic Development Initiative (YEDI). A total of 13 out of the 85 received their equipment. However, the handovers will be done in phases and the beneficiaries will be informed accordingly.

This initiative underscores our commitment to empowering young entrepreneurs, supporting skills development, and creating sustainable economic opportunities for the youth of Swakopmund.

**Honourable Councillors, Ladies and gentlemen**

As you all know, Namibia will be celebrating its 36<sup>th</sup> Independence celebrations on 21 March 2026. It has been announced that all 14 regions will be hosting the celebrations concurrently. Therefore, we hereby encourage community members to actively participate in these events as we celebrate our nation's freedom and reflect on the values that unite us.

**Honourable Councillors, Ladies and gentlemen**

In conclusion, I would like to extend my sincere gratitude to all councillors, staff, and partners for your dedication and continued support. Let us continue to work towards a vibrant, inclusive, and prosperous Swakopmund.

Thank you.

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 FEBRUARY 2026**

(COM 2026/03/05

5/2/2026)

**RESOLVED:**

That the report to Council on the resolutions taken by Management Committee meetings held on 18 February 2026 be noted.

13 / 2026

11.1.1 **AUDIENCE: MOMPORISA TRADING ENTERPRISES (PTY) LTD - ALTERNATIVE TOWNSHIP FOR DEVELOPMENT**

(C/M 2026/03/05 – 1771/4/27/1/14)

**RESOLVED:**

- (a) That Council takes note of the presentation by Ms Anna Hamutenya of Messrs Momporisa Trading Enterprises (Pty) Ltd.
- (b) That Council takes note that Lelwapa Property Developers (Pty) Ltd (allocated Extension 24, Swakopmund) and Lherix Investment (Pty) Ltd (allocated a portion of Extension 25, Swakopmund) is in the same situation as Momporisa Trading Enterprises (Pty) Ltd (allocated a portion of Extension 25, Swakopmund).
- (c) That Council takes note of the decision made on 02 October 2025 under point (d) above to expedite the relocation of the informal households in Extensions 24 and 25, Swakopmund.
- (d) That Council takes note that Messrs Momporisa Trading Enterprises (Pty) Ltd was encouraged to submit a development proposal for Extension 4, Matutura, of which the closing date was 21 November 2025.
- (e) That Messrs Momporisa Trading Enterprises (Pty) Ltd be informed that Council takes note of their request submitted under cover of a letter dated 13 February 2023, as well as the letter received on 20 January 2026 (dated 29 February 2024) for an alternative township for development, but that no alternative townships are available for exchange at this stage.
- (f) That it be noted that currently there is no written agreement signed between Council and Messrs Momporisa Trading Enterprises (Pty) Ltd; the agreement will only be signed once the informal households are relocated, as resolved by Council on 27 January 2022 under item 11.1.44.
- (g) That Council agrees in principle to consider allocating an alternative township for development to Messrs Momporisa Trading Enterprises (Pty) Ltd once such becomes available.

11.1.2 **ERF 113, VINETA: RENEWAL OF LEASE PERIOD FOR MR MARIO HERCULES NEL AND MS DANIELA STOELSEL PEREIRA DA SILVA (T/A WURSTBUDE)**

(C/M 2026/03/05 – V-113)

**RESOLVED:**

- (a) That Council takes note that Erf 113, Vineta, is zoned "Local Business" and the size is stated as 1 366m<sup>2</sup> in Diagram No A 81/2021; but that the useful shape and size of the erf is substantially reduced by:
  - 4m wide right-of-way servitude granting access to Erf 31, and
  - the subdivision for the establishment of a separate erf for the Erongo RED substation in terms of the Transfer of Assets Agreement.
- (b) That Council takes note that accordingly, the space available for future development on the erf is substantially reduced, considering on site

14 / 2026

parking requirements for erven zoned "Local Business" should Council in future decide to sell the remaining portion of Erf 113, Vineta.

- (c) That Council takes note that Mr Mario Hercules Nel and Ms Daniela Stoelssel Pereira da Silva t/a Wurstbude who is leasing the building located on Erf 113, Vineta applied in compliance with Clause 14 to exercise their option for the renewal of their lease period for a further 9 (nine) years 11 (eleven) months upon lapsing of the current lease term on 31 May 2026, based on the same terms and conditions.
- (d) That Council approves the renewal of the lease period based on the fact that a successful business venture and highly popular restaurant, frequented by locals and tourists, is operated on the erf. The lessees, through innovation, steered their operations during the Covid-19 pandemic without support from Council. No complaints have been received from the public, and the monthly rental (R19 903.21) is paid up to date.
- (e) That the two different lease areas are as follows:

<ul style="list-style-type: none"> <li>• Kitchen with a pizza oven</li> <li>• Inside eating area</li> </ul>	These two areas measure 97.62m <sup>2</sup>	Current tariff per m <sup>2</sup> = R123.21 subject to 7% annual increase from 1 July 2026
<ul style="list-style-type: none"> <li>• Outside seating area / Patio area</li> </ul>	This area measure 91.85m <sup>2</sup>	Current tariff per m <sup>2</sup> = R57.47 subject to 7% annual increase from 1 July 2026

- (f) That the lease agreement be subject to the same terms and conditions contained in the current lease agreement, to Council's standard lease conditions and any additional conditions Council may deem fit and subject to all statutory requirements being complied with (publication of notice and approval being obtained from the Minister of Urban and Rural Development) at the lessee's cost.
- (g) That Wurstbude be informed that Council does not lease property with an option to purchase.

11.1.3

**APPLICATION TO PURCHASE ERF 1242, EXTENSION 3, TAMARISKIA, AND CONSOLIDATED IT WITH ERF 718, EXTENSION 3, TAMARISKIA**

(C/M/2026/03/05 T 718, 1 1242, 1 1243, 1 1247)

**RESOLVED:**

- (a) That Council takes note that Ms Ndili Shangeelao Ndapandula Gustaf, the owner of Erf 718, Extension 3, Tamariskia, applies to purchase Erf 1242, Extension 3, Tamariskia, measuring 1 615m<sup>2</sup> to be consolidated with Erf 718, Extension 3, Tamariskia.
- (b) That Council does not consider the sale of Erf 1242, Extension 3, Tamariskia, measuring approximately 1 615m<sup>2</sup> at this stage.
- (c) That Council takes note that it was confirmed by Dr Weder, Kruger & Haikali Incorporated that no servitudes are registered on erven 1242, 1243, and 1247, Extension 3, Tamariskia in favour of Namwater.

15 / 2026

- (d) That the future use of Erven 1242, 1243, and 1247, Extension 3, Tamariskia, zoned "Public Open Space" be considered holistically for future planning once:
- (ii) *NamWater removed the water pipeline infrastructure, rehabilitated the subject erven, and confirmed that it is safe to construct buildings thereon.*
- (e) That the General Manager: Engineering Services provides a layout for Erven 1243 and 1247, Extension 3, Tamariskia, and makes budgetary provision for services installations; whereafter the sale of the newly created erven be considered together with Erf 1242, Extension 3, Tamariskia.

11.1.4

**EXEMPTION FROM PAYMENT OF ASSESSMENT RATES: COMPLIANCE WITH THE LOCAL AUTHORITIES ACT, ACT 23 OF 1992, AS AMENDED - SWAKOPMUND LIONS CLUB**

(C/M 2026/03/05 - 3/1/12)

**RESOLVED:**

- (a) That exemption from payment of assessment rates in terms of Section 75 of the Local Authorities Act, Act 23 of 1992 (as amended), be granted in respect of the following properties in compliance with being aided by a charitable institution:

<i>Erf Number</i>	<i>Organisation / Body</i>	<i>Purpose for which the Erf is Used</i>
<i>Erven 2781, 801, 4200, 815, Swk</i>	<i>Lions Old Age Home is funded by Swakopmund Lions Club</i>	<i>Old Age Home</i>

- (b) That the exemption of payment of assessment rates be credited with effect 1 July 2025.
- (c) That in the future, the application for exemption of assessment rates for the above erven be submitted in the name of Lions Old Age Home.

11.1.5

**ERONGO RED: BACKGROUND & BOARD OF DIRECTOR'S PERFORMANCE**

(C/M 2026/03/05 - 9/1/12)

**RESOLVED:**

- (a) That Council is requested to note the outcomes of the Board Peer Performance Evaluation, specifically that:
- *Mr S J A Januarie's performance declined to below the Board average, and that the Chairperson of the Management Committee be mandated to engage with him to address identified performance gaps and agree on targeted developmental actions, with progress to be monitored in the next evaluation cycle.*
  - *Mr M V Tjipita's performance remains satisfactory and aligned with the Board average, and he be encouraged to strengthen his understanding in the specific area identified during the evaluation.*

16/2026

- (b) That Council is further requested to support ongoing Board development initiatives aimed at strengthening overall governance effectiveness.

11.1.6

**OUTCOME OF THE CLOSED BID SALE HELD ON 05 DECEMBER 2025**

(C/M 2026/03/05 - 16/1/27/1/8)

**RESOLVED:**

- (a) That Council takes note of the potential income for N\$ 40 506 099.00 expected from the closed bid sale held on 05 December 2025 of the last available eleven (11) erven located in Extension 1, Mile 4, and Extension 14, Swakopmund.
- (b) That Council approves the inclusion of a clause in the conditions of sale that restricts bidders who have cancelled transaction the previous 24 months from participating in Council sales.
- (c) That Council takes note that **Extension 1, Mile 4** was serviced with an external loan of N\$22,652,255.00, which amount was recovered after the first sale of 34 erven in December 2017 (N\$27,930,793.00) and the total income generated from the sales (excluding the expected income of 05 December 2025) is in the amount of N\$110,410,630.00 (detailed report under 4.1 above).
- (d) That Council takes note that **Extension 14, Swakopmund** was serviced with an external loan of N\$26,996,478.00, which amount was recovered after the second sale of 60 erven in total during October 2019 (N\$30,023,902.00) and the total income generated from the sales (excluding the expected income of 05 December 2025) is of N\$75,418,483.00 (detailed report under 4.2 above).

11.1.7

**PROPOSAL FOR COLLABORATION BETWEEN ONE ECONOMY FOUNDATION AND SWAKOPMUND MUNICIPALITY - STRENGTHENING COMMUNITY HEALTH AND EMPOWERMENT IN MONDESA AND MATUTURA**

(C/M 2026/03/05 - M 4353)

**RESOLVED:**

- (a) That Council takes note of the proposal for collaboration between One Economy Foundation and Swakopmund Municipality to strengthen community health and empowerment in Mondesa and Matutura/DRC.
- (b) That Council approves the proposed collaboration between One Economy Foundation and the Municipality of Swakopmund in the following areas:
- (i) To integrate the "Be Free Cares Clinic Model" at the Germina Shitaleni Multipurpose Centre.
  - (ii) To construct a Modular Hub for Multipurpose spaces, which will accommodate the primary health unit, entrepreneurship programs, and community workshops.
  - (iii) That Council approves to donate a portion of Erf 8570, Extension 31, which is an institutional erf for this community hub, on condition that the land may not be sold or transferred to another entity without first offering it to Council, and that only be used for the purpose of a modular hub for primary health care.

17/2026

entrepreneurship programs, community workshops and other non-profit activities. The exact portion size is to be determined once Council approves the concept in principle.

- (iv) That Council delegates the General Manager: Economic Development Services to co-mobilize resources with the One Economy Foundation, engaging development partners and private sector stakeholders to realize this proposal.

11.1.8 **PLANNING FOR MAJOR LAND USE SITES AND FUTURE ROAD NETWORK ON PLOTS AND FARM PORTIONS EAST OF SWAKOPMUND**

(C/M 2026/03/05 - 17/1/13/1)

**RESOLVED:**

- (a) That Council approves the procurement of professional Town Planning Services for planning for major land use sites and future road networks on plots and farm portions east of Swakopmund in terms of the Public Procurement Act (Act No. 15 of 2015),
- (b) That bids for the envisaged exercise be invited on an expression of interest, and only qualifying town planners or town planning firms be allowed to partake and be provided with the Terms of Reference, and
- (c) That the cost for the procurement be defrayed from the Vote 500031032500, where an amount of N\$3,550,643.75 is available.

11.1.9 **RELOCATION PLAN FOR INFORMAL SETTLERS IN THE TRANSNAMIB SERVITUDE (MONDESA EXTENSION 14) NAMPOWER SERVITUDE (EXTENSIONS 24 & 37, SWAKOPMUND)**

(C/M 2026/03/05 - 15/2/1/2)

**RESOLVED:**

- (a) That Council approves the implementation of the Relocation Plan (Annexure A, on file) in line with the Council meeting of 2 October 2025, under item 11.1.1.
- (b) That Council authorises the General Manager: Corporate Services, HC & ICT to coordinate, mobilise departments, appoint task teams, for execution of this project, effective from the date of the Council meeting.

11.1.10 **BEACH AND RELOCATION PROJECT FOR COASTAL EROSION MANAGEMENT**

(C/M 2026/03/05 - 17/2/13, 17/1/3/8)

**RESOLVED:**

- (a) That Council approves the implementation of the Pilot Beach Sand Relocation Project.
- (b) That the General Manager: Engineering Services proceed with the planning, implementation, and monitoring of the pilot project.

18 / 2026

- (c) That a project-specific Environmental Management Plan (EMP) be developed and shared with the Office of the Surveyor-General and the Office of the Environmental Commissioner.
- (d) That the General Manager: Engineering Services engages with ICLEI (South Africa) to request support for the project.

**11.1.11 ECO RENOVATIONS CC: JOINT VENTURE PROPOSAL TO ESTABLISH A BRICK AND PAVER MANUFACTURING PLANT IN SWAKOPMUND**  
(C/M 2026/03/05 - 17/1/2/1/12)

**RESOLVED:**

That the proposal from Eco Renovations CC not be accepted as Council is bound by the Public Procurement Act, Act 15 of 2015, as amended, which regulates the purchasing/acquisition of goods (pavers and cement products) and services.

**11.1.12 APPLICATION BY THE LOCAL SPIRITUAL ASSEMBLY OF THE BAHÁ'Í IN SWAKOPMUND FOR BURIAL SPACE WITHIN THE SWAKOPMUND MUNICIPAL CEMETERY**  
(C/M 2026/03/05 - 15/2/6/2/1)

**RESOLVED:**

- (a) That the local spiritual assembly of the Bahá'í community be advised to book for the desired space.
- (b) That Council does not approve segregation of burial sites on grounds of religion.

**11.1.13 APPROVAL TO ENGAGE THE MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM (MEFT) ON AN ENVIRONMENTAL MANAGEMENT COOPERATION FRAMEWORK**  
(C/M 2026/03/05 - 17/1/3/1)

**RESOLVED:**

- (a) That Council approves the proposal for the Swakopmund Municipal Council to engage the Ministry of Environment, Forestry and Tourism to develop an Environmental Management Cooperation Framework.
- (b) That Council authorizes the Chief Executive Officer to transmit the Concept Note (on file) and cover letter to the Ministry of Environment, Forestry and Tourism to initiate formal discussions.
- (c) That the Environmental Officer, under the supervision of the General Manager: Engineering Services, be mandated to coordinate all follow-up engagements with MEFT and report progress to Council.

19 / 2026

11.1.14

**SUBDIVISION OF ERF 2747, SWAKOPMUND PROPER INTO PORTION X AND REMAINDER**

(C/M 2026/03/05      E 2747)

**RESOLVED:**

- (a) That Erf 2747, Swakopmund Proper, be subdivided into Portion X, approximately 1.6468 hectares in extent, and Remainder as shown on the two attached subdivisional plans.
- (b) That the subdivision of Erf 2747, Swakopmund Proper, be recommended for approval by the Urban and Regional Planning in accordance with the provisions of Section 109 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).
- (c) That conditions (A) and (B) registered against Erf 2747, Swakopmund Proper, be registered against Portion X and only conditions (A) against the Remainder of Erf 2747, Swakopmund Proper.
- (d) That Barrie Watson Town and Regional Planner, be authorized to apply to the Urban and Regional Planning Board for the subdivision of Erf 2747, Swakopmund Proper, on behalf of Council, and that a special power of attorney be provided.
- (e) That the objectors be informed of this decision and their right 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.

11.1.15

**SUBDIVISION OF PORTION 27 OF THE FARM NO. 163, SWAKOPMUND INTO 16 PORTIONS AND REMAINDER**

(C/M 2026/03/05      PTN 27 OF FARM 163)

**RESOLVED:**

- (a) That the subdivision of Portion 27 of the Farm No. 163, Swakopmund, into Portions 1- 16 and Remainder, be approved.
- (b) That the minimum size of all the proposed portions 1-16 shall be 3.5 Ha in accordance with the Zone C of the Swakopmund Structure plan 2020-2024.
- (c) That all the proposed portions 1-16 be retained for the zone "Agriculture" and the Remainder be reserved for street and transferred to the Local Authority fee of compensation.
- (d) That the applicant provides proof that the subdivision of Portion 27 of the Farm No. 163, Swakopmund, into Portions 1-16 and Remainder has been approved by the Minister before any submission of building plans, including building line relaxations, to the Engineering Services Department for approval.
- (e) That compensation in the form of an endowment fee of 7.5% of the land value (market values as determined by Council valuer) for the first 10 portions and 1% on the remaining portions, excluding the remainder, be levied.

20 / 2026

- (f) That no building plans be approved until proof of payment of the compensation fee for the newly created portions has been received by Council.
- (g) That all additional infrastructure (roads, water, sewerage, and electricity) that are required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the Road Authority, the Erongo Red, and the General Manager: Engineering Services.
- (h) That an Environmental Clearance Certificate (ECC) in terms of the Environmental Management Act, 2007 (Act No. 7 of 2007) be obtained before submission of the application to the Urban and Regional Planning Board.
- (i) That the applicant, at their own costs, provide for the following as indicated in the application:
- *Construction of a bridge across the Namwater pipeline to intersect with the B2 Road, like the bridge at Junction 2, with consent from Namwater,*
  - *Cameras at the access point to help improve surveillance, and*
  - *Upgrade the Junction 3 road to a salt road or bitumen standard to mitigate dust impacts.*
- (j) That the current title deed conditions A, C, and D registered against the title of Portion 27 of the Farm No. 163, Swakopmund, be deleted and the following conditions be registered against portions 1 to 16 of Portion 27 in favour of the Local Authority:
- (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 No. 5 of 2018).*
  - (ii) *The building value of the main building, including the outbuildings, to be erected on the erf, must be at least four times the prevailing valuation of the erf.*
- (k) That title deed condition B registered against the title of Portion 27 of the Farm No. 163, Swakopmund, should be retained against the title of Portions 1, 2, 14, 15, and 16 of Portion 27 of Farm No. 163, Swakopmund in favour of the Local Authority.
- (l) That right of way servitudes be registered against Portions 4, 5, 7, 8, 12 and 13 in favour of Portions 5, 6, 8, 9, 11 and 12 for vehicular access.
- (m) That onsite parking be provided in accordance with the Swakopmund zoning scheme.
- (n) That the objectors be informed of this decision and of their right 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.

21 / 2026

11.1.16 **APPLICATION FOR RELAXATION OF STREET BUILDING LINES ON ERF 361, MONDESA**

(C/M 2026/03/05 M 361)

**RESOLVED:**

- (a) That the application to relax street building lines on Erf 361, Mondesa, from 5m to 0m for a double garage on the property be supported.
- (b) That the owners of Erf 361, Mondesa, submit revised building plans for approval.

11.1.17 **APPLICATION FOR REZONING OF ERF 4376 (A PORTION OF ERF 1185) MONDESA, EXTENSION 3 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M<sup>2</sup> TO LOCAL BUSINESS WITH A BULK OF 1.0**

(C/M 2026/03/05 M 4376)

**RESOLVED:**

- (a) That the rezoning of Erf 4376 (a portion of Erf 1185), Mondesa, Extension 3, from "Single Residential" with a density of 1:600m<sup>2</sup> to "General Business" with a bulk of 1.0 be approved.
- (b) That the rezoning of Erf 4376 (a portion of Erf 1185), Mondesa, Extension 3, from "Single Residential" with a density of 1:600m<sup>2</sup> to "General Business" with a bulk of 1.0 is subject to a 40% compensation fee calculated according to the National Betterment Fee Policy of 2009 and is to be paid by the applicant.
- (c) 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.
- (d) That an environmental impact assessment be conducted, and a copy of the environmental clearance certificate be submitted to the Council before the submission of the application to the Urban and Regional Planning Board.
- (e) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
- (f) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated, before any submission of building plans to Engineering and Planning Services Department for approval.
- (g) 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 Services.
- (h) That the objectors be informed of this decision and of their right 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.

22 / 2026

11.1.18

**REZONING OF ERF 2279, SWAKOPMUND, EXTENSION 8 FROM SINGLE RESIDENTIAL WITH THE DENSITY OF 1:900M<sup>2</sup> TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:250M<sup>2</sup>. CONSENT TO COMMENCE WITH THE PROPOSED DEVELOPMENT WHILE THE REZONING IS IN PROGRESS**

(C/M 2026/03/05 - 1/2279)

**RESOLVED:**

- (a) That the rezoning of Erf 2279, Swakopmund, Extension 8, from "Single Residential" with a density of 1:900m<sup>2</sup> to "General Residential 2" with a density of 1:250m<sup>2</sup> be approved.
- (b) That the application for consent to commence with the proposed development whilst rezoning is in progress be turned down.
- (c) That the applicant provides proof that the rezoning of Erf 2279, Swakopmund Extension 8, has been approved by the Minister and promulgated before any completion certificate is issued.
- (d) That the rezoning of Erf 2279, Swakopmund, Extension 8, from "Single Residential" with a density of 1:900m<sup>2</sup> to "General Residential 2" with a density of 1:250m<sup>2</sup> be subject to a 20% compensation fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant.
- (e) That all additional infrastructure required because of the proposed development be for the account of the applicant or the owner and in accordance with the specifications and to the satisfaction of the General Manager: Engineering Services.
- (f) That on-site parking be provided as per the Swakopmund Zoning Scheme, and no street parking be permitted.

11.1.19

**CONSENT FOR A PLACE OF AMUSEMENT: SEAGULL'S CRY CC/TIGER REEF BEACH BAR AND GRILL**

(C/M 2026/03/05 - 4/1/1/5)

**RESOLVED:**

- (a) That the consent for a place of amusement (Beach Bar and Grill) on Lease Area 1 Farm 165, Swakopmund, be granted subject to taking the necessary corrective actions against the noise implications, such as:
  - (i) *Enforcing regulated hours for amplified music, with reduced sound levels after 22:00 at night,*
  - (ii) *Repositioning speakers away from neighbouring properties and directing sound inward,*
  - (iii) *Implementing physical noise reduction measures such as barriers or landscaping buffers.*
- (b) That Tiger Reef Beach Bar and Grill (Seagull's Cry CC) 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.

23 / 2026

- (d) That the applicant must operate within the Swakopmund Zoning Scheme regulations.
- (e) That consent is not transferable.
- (f) That sufficient parking will be provided on the premises.
- (g) That no on-street parking will be tolerated.
- (h) That the objectors be informed of their right to appeal to the Minister against Council's Resolution as provided for in terms of Section 110 of the Urban and Regional Planning Act, Act No 5 of 2018.
- (i) That all the conditions be enforced and complied with strictly.

**11.1.20 COMMEMORATIVE BENCH AND PLAQUE POLICY, DIRECTIVE AND APPLICATION**

(C/M 2026/03/05 - 15/2/4/5)

**RESOLVED:**

- (a) That the administration of the Commemorative Bench and Plaque Directive be transferred from Economic Development Services to the Engineering Services Department: Works Division, with effect from the date of Council's approval.
- (b) That the Works Division be responsible for the technical requirements, installation, placement, inspection, and maintenance of commemorative benches and plaques.
- (c) That the Coordinating Assistant: Works Division administer the application process, with final approval of applications vested in the Manager: Works, subject to compliance with the approved directive and technical standards.
- (e) That all income generated from the Commemorative Bench and Plaque Initiative be credited to a dedicated income vote under the Engineering Services Department.
- (f) That funds accumulated in this vote be utilized exclusively as an extension to the approved annual budget for:
  - The procurement of new municipal benches; and
  - The maintenance and improvement of Council's beach walkways and related public infrastructure.

**11.1.21 APPLICATION TO REDUCE FINE ISSUED TO OWNER OF ERF 4828 FOR UNAPPROVED CONSTRUCTION OF INDUSTRIAL COMPLEX**

(C/M 2026/03/05 - F-4828)

**RESOLVED:**

- (a) That Council acknowledges that the unapproved structures were known to Council.
- (b) That the fine amount for the unapproved structures was calculated at N\$28,457,98.

21 / 2026

- (c) That COSDEF is a Non-Profit organisation, financed by donor funds, and has applied that the fine be waived.
- (d) That Council reduces the fine based on the merit of this case, and that other similar applications be considered separately.
- (e) That fine be reduced by 85% to the amount of N\$4,268.70, for the non-compliant structure.
- (f) That the application for relaxation of development standards be approved.
- (g) That all Building Plan submissions be approved.
- (h) That a full completion certificate be issued and the property be deemed "In Compliance".

11.1.27

**INVITATION TO INDIA NATIONAL DAY**

(C/M 2026/03/05 - 12/5/1)

**RESOLVED:**

- (a) That Council condones the Mayor's travel to Windhoek from 25 to 27 January 2026, undertaken to attend the India National Day celebrations and to pursue planned diplomatic courtesy engagements.
- (b) That it be noted that the following estimated expenditure for travelling and subsistence expenses were defrayed from the Conference Expenses Vote: 101015505500, where N\$189,734.76 is available.

<b>SUMMARY OF EXPENDITURE</b>					
<b>Item</b>	<b>Lunch Tarif (3x400,00)</b>	<b>Overnight Allowance (2x1000,00)</b>	<b>Accommodati on (2x1000,00)</b>	<b>Transpo rt cost (N\$5.00/km)</b>	<b>Total</b>
Overnight allowance in Windhoek (N\$2000.00) x 3  Mayor PA to the Mayor Driver	N\$1200.00	N\$6000.00	N\$6000.00		N\$13,200.00
<b>TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS</b>					<b>N\$13,200.00</b>

25/2026

11.1.23 **MUNICIPAL CELEBRATION OF INDEPENDENCE DAY**

(C/M 2026/03/05 13/3/1/1)

**RESOLVED:**

- (a) That permission be granted to Municipal employees to celebrate the belated 36<sup>th</sup> Independence celebrations on Friday, 27 March 2026, 11H30 at the Municipal Office building.
- (b) That the Municipal Offices be closed at 11H30 on 27 March 2026, and that essential and emergency services be on standby.
- (c) That the public be informed about the closing hours of municipal offices via the different media platforms.
- (d) That permission be granted to all employees from different traditional groups prepare themselves to perform traditional activities and sell traditional cuisines.
- (e) That three hundred (300) chairs and twenty (20) tables be arranged outside for the seating of the audience.
- (f) That the Health Services and Solid Waste Management Department provides sufficient bins for the event and ensures that the area is always kept clean.
- (g) That refreshments be provided to each municipal employee present at the event, and the expenses for refreshments valued at N\$7 091.73, be defrayed by the Publicity Vote: 150515533000, where N\$63 641.891 is available.

11.1.24 **REVIEW OF UNUSED MINING LICENCE AREAS WITHIN THE SWAKOPMUND TOWNLANDS FOR URBAN DEVELOPMENT PURPOSES**

(C/M 2026/03/05 17/1/3/4)

**RESOLVED:**

- (a) That Council authorises the General Manager: Engineering Services, in consultation with the General Manager: Corporate Services and Human Capital, to re-engage with the Salt Company regarding the future use of the unused land east of the old Henties Bay Road within the Swakopmund Townlands, with a view to enabling an orderly and cooperative approach to future land-use planning and municipal development in the area.
- (b) That the Ministry of Industry, Mines and Energy be engaged regarding the matter under point (a) above.
- (c) That Council directs that municipal planning processes for the portion of land east of the old Henties Bay Road, measuring approximately 700-756 hectares, and surrounding townlands continue, subject to statutory approvals and the outcome of the engagement and consultation processes.
- (d) That Council resolution dated 30 August 2021 relating to the proposal by the Salt Company (Pty) Ltd for the purchase of mining areas K and L, fencing of the mining property, and reduction of the lease area (Council Minute C/M 2021/08/30 - 16/1/3/4), which was approved in

26/2026

principle subject to conditions, be placed on hold pending the resolution of the current land-use dispute between the Municipality of Swakopmund and the Salt Company regarding development within the Swakopmund Townlands.

- (e) That no further action be taken in respect of the implementation of the above-mentioned resolution, including land sale, rezoning, consolidation, or amendment of lease agreements, until Council has received and considered:
- the outcome of the legal and administrative review; and
  - clarity on the extent and future alignment of Mining Licence ML66J with municipal land-use planning and development requirements.

11.1.25 **IDENTIFICATION, SUBDIVISION, AND REGISTRATION OF LAND FOR THE ESTABLISHMENT OF AN INTERNATIONAL CONVENTION CENTRE**

(C/M 2026/03/05 - 17/11/21/12, 17/11/21/14)

**RESOLVED:**

- (a) That Council endorses the identification of Farm 265 as a suitable site for the establishment of an international convention centre and auxiliary uses.
- (b) That expressions of interest be invited from entities for the project, including a feasibility study complying with the requirements of the Investor Proposal Checklist and subject to due diligence review by the NIPDB.
- (c) That the prequalified entities identified as a result of (b) above, be subjected to a second round of selection based on the following criteria:
- (i) purchase / financial proposal
  - (ii) design proposal
  - (iii) experience in the field
  - (iv) capacity and specifications of facilities
  - (v) timelines
  - (vi) technical teams
- (d) That after points (b) and (c) above are completed, the matter be resubmitted to Council to consider allocation to the preferred bidder, subject to compliance with the Local Authorities Act, Act 23 of 1992, as amended (publication for objections) and subsequent approval by the Ministry of Urban and Rural Development.
- (e) That the Planning Department attends to the rezoning of Farm 265 to a suitable business zoning.

21/2026

11.1.26 APPLICATION BY DEMSHI INVESTMENT HOLDINGS (PTY) LTD FOR A PORTION OF LAND TO ESTABLISH A DATA CENTRE

(C/M 2026/03/05 17/1/4/2/1/12, 17/1/4/2/1/14)

RESOLVED:

- (a) That Council takes note of the application dated 23 July 2025 by Demshi Investment Holdings (Pty) Ltd applying for a portion of land measuring approximately 3 - 5 ha for the establishment of a data centre.
- (b) That Council takes note that the two alternative portions of land applied for are not available for allocation; and that at the presentation held on 27 January 2026, the mariculture plots were considered as a possible site.
- (c) That Council takes note that the application is not yet considered by the Investment Coordination Committee, but due to the risk of losing the funding provided by a preparatory grant by HAUS Finland Institute of Management, the item is submitted to the Management Committee to confirm the allocation of a portion of land in principle.
- (d) That Council therefore in principle allocates a portion of land still to be identified in line with the 2020 - 2040 Structure Plan, measuring approximately 3 - 5 hectares to Demshi Investment Holdings (Pty) Ltd, for the establishment of a data centre subject to/on condition that an independent environmental impact/risks assessment is done on the account of the applicant for final consideration by Council whereafter a purchase price and conditions of sale be determined.
- (e) That Demshi Investment Holdings (Pty) Ltd agrees that no rights will be conferred upon them by any Council resolution unless all relevant conditions of the decision are fully met, in accordance with the Local Authorities Act (Act 23 of 1992, as amended), the Urban and Regional Planning Act (Act 5 of 2018), and the Property Policy, as well as any necessary permissions from relevant authorities, if applicable.
- (f) That as approved by Council on 24 November 2025 under item 11.1.42, Demshi Investment Holdings (Pty) Ltd pays a deposit of N\$ 100 000.00 before assessment by the Investment Coordination Committee, from which the following percentages will be deducted:
  - (i) a 10% admin fee if the application is approved, but the applicant did not comply with the timelines; and
  - (ii) a 5 % admin fee on successful completion of the project.

That balance of the deposit be refunded upon registration of the transfer of ownership of the subject portion of land.

- (i) 40% of the deposit after all costs incurred and the 10% admin fee is deducted at the time of transfer of ownership, and
- (ii) the remaining 60% upon completion of the specific project proposal approved by Council.

28 / 2026

11.1.27 **SALE OF WOERMANN HAUS: CURRENT STATUS**

(C/M 2026/03/05 – I 1308)

**RESOLVED:**

- (a) That Council takes note of the status of executing Council's decision to sell the Woermann Haus by closed bid sale, being prohibited in terms of Government Grant T 1304/1975 for which a waiver is required by the Ministry of Works and Transport; and that the said Ministry has not yet issued a decision in this regard since the consultative meeting held on 01 August 2024.
- (b) That the engagement with the Ministry of Works and Transport to resolve the issue of waiving the restriction registered against the title deed of Erf 1308, Swakopmund, to sell the Woerman Haus premises, be continued to find an amicable solution.

11.1.28 **ROCKET INVESTMENTS CC - STATUS OF THE JETTY LEASE AGREEMENT AND CONDITIONS ASSESSMENT**

(C/M 2026/03/05 – 16/2/10/1; 13/3/1/1)

**RESOLVED:**

- (a) That Council takes note of the following:
- (i) That the jetty is being leased by Rocket Investments CC and the lease will lapse on 31 March 2034;
  - (ii) The various issues pointed out by Engineering Services in the submission tabled to the Management Committee of 16 May 2024 under item 7.2;
  - (iii) The recommendations (Annexure "F", on file) proposed to ensure the ongoing operation and maintenance of the jetty; and
  - (iv) That Council has not expressed itself on whether it accepts or rejects the proposal by Rocket Investments CC to resolve the breach submitted under cover of the following letters, which were submitted to the Management Committee:
    1. Letter dated 15 November 2023:
      - 1.1 review of clauses 5.7 and 5.10 of the lease agreement
      - 1.2 German Cultural Federation Grant Application
      - 1.3 Corporate Sponsorship
      - 1.4 National Monument Declaration
      - 1.5 Commercial Development
      - 1.6 Entrance Fee Implementation
    2. Letter dated 04 April 2024:
      - 2.1 Dividing / sharing the maintenance cost for the landward and seaward structure (including surveys)
      - 2.2 Pay a fixed monthly rental for the restaurant area
      - 2.3 Construct line shops on the open deck area
- (b) That Rocket Investments CC be requested to review, update, and combine their proposals in one document, as some of the proposals were made some time ago (15 November 2023).

29/3/2026

- (c) That the Office of the Attorney General be engaged to provide Council with a legal advice on specific identified potential clauses the lessee might have breached.

11.1.29 **AUDIENCE: OLUGA TRADING ENTERPRISE PTY LTD**

(C/M 2026/03/05 - 17/11/2025)

**RESOLVED:**

- (a) That Council takes note of the presentation by Oluga Enterprises Pty Ltd on the current status and future timelines for the development and establishment of a tourism and accommodation facility.
- (b) That the project be continued under the existing terms and conditions.

11.1.30 **MASS HOUSING DEVELOPMENT PROGRAMME: APPLICATION FOR CANCELLATION OF PRE-EMPTIVE RIGHT OVER ERF 2202, EXTENSION 10, MATUTURA BY MS YVONNE MALETZKY**

(C/M 2026/03/05 - [ 2202 M])

**RESOLVED:**

- (a) That Council takes note of the request by Ms. Yvonne Maletzky to cancel the pre-emptive condition and alienate Erf 2202, Extension 10, Matutura, measuring 366m<sup>2</sup> in extent, due to financial hardship.
- (b) That Council takes note that the 10-year pre-emptive right registered over Erf 2202, Extension 10, Matutura, is set to expire on 30 June 2029.
- (c) That Council declines the offer to purchase Erf 2202, Extension 10, Matutura and approves the waiver of the pre-emptive condition that enables the transfer of Erf 2202, Extension 10, Matutura, from Ms. Yvonne Maletzky to the third-party, Ms. Francina Mukoshange Shinedima, who is not on the Master Waiting List; however, she is a resident of Swakopmund and a first-time homeowner (meeting 95% of the criteria).
- (d) That both Council and NHE each sign the cancellation certificate for the pre-emptive condition, as proof of the written consent required in terms of Clause 2.3.1 of the Deed of Donation.
- (e) That the transferring attorney be informed to draft a tripartite agreement between the Seller, the third party (buyer), and Council.
- (f) That a tripartite agreement be served as a mandatory requirement whenever the third parties intend to sell the property.
- (g) That Ms. Yvonne Maletzky be informed that she no longer qualifies for the allocation of an erf under the low-cost housing projects, as she will no longer be a first-time property owner.
- (h) That the restrictive pre-emptive clause be re-imposed for the remaining period on the new title deed of Erf 2202 after transfer to Ms. Shinedima, to preserve the purpose and intent of the Mass Housing Development Programme.

30 / 2026

- (i) That this case shall not be used as a precedent, and that Council, in future, address the recurring issue of attorneys facilitating the sale of low-cost housing properties to third parties despite the pre-emptive rights held over such properties.
- (j) That Council should ensure that this practice is discontinued, and that priority for the allocation or purchase of such properties be given to individuals and residents listed on the Master Waiting List, in line with Council's prior resolutions and commitments.

11.1.31

**RESERVATION OF 6 ERVEN TO SWAKOPMUND MUNICIPALITY STAFF MEMBERS IN EXTENSIONS 25, SWAKOPMUND**

(C/M 2026/03/05 - Erf 6872, Erf 6890, Erf 6898, Erf 6920, Erf 6922, Erf 6933)

**RESOLVED:**

- (a) That Council takes note of points (n) and (o) of the Council decision passed on 2 October 2025, under item 11.1.29, which revoked erven allocated under the Swakop Uranium project due to non-performance, and which are to be returned to Council-initiated projects or disposed of through closed bid sales.
- (b) That Council approves the reservation of the six (6) vacant erven zoned "Single Residential" in Extension 25, Swakopmund, for allocation to qualifying employees at a purchase price of N\$198.00 per m<sup>2</sup>, subject to approval by the Minister of Urban and Rural Development and the provisions of Section 6 of the Property Policy:

No	Erf No	Size	Zone	Purchase Price
1	6872	400	Single Residential	NAD79 200.00
2	6890	400	Single Residential	NAD79 200.00
3	6898	400	Single Residential	NAD79 200.00
4	6920	653	Single Residential	NAD 129 294.00
5	6922	400	Single Residential	NAD 79 200.00
6	6933	400	Single Residential	NAD 79 200.00

- (c) That the six (6) erven in Extension 25, Swakopmund, and any other erven revoked from the Swakop Uranium Housing Project due to non-performance, be allocated to qualifying employees according to years of service, at a purchase price of N\$198.00 per m<sup>2</sup>.
- (d) Should the sale of any erf be cancelled, such erf be allocated to the next qualifying employee on the list in accordance with years of service, and this sale be administered by the Property Section.

11.1.32

**HOSTING OF COUNCIL'S PUBLIC MEETINGS - 2026**

(C/M 2026/03/05 - 12/2/1/2/17)

**RESOLVED:**

- (a) That Council promotes community involvement and public participation with various targeted community groups by hosting sessions of public meetings quarterly.
- (b) That the following scheduled meeting programme pertaining to public meetings for 2026 be approved as follows:

31 / 2026

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 15 March 2026	Extension 14 Mondesa (DRC Airport) Residents	Open Space near the Railway (DRC Airport)	15H00	<ul style="list-style-type: none"> <li>Construction of houses in Ext 14, DRC (Airport)</li> <li>Explanation of process (building phases)</li> </ul> General Services delivery in Ext 14, DRC (Airport)
2	Sunday, 19 April 2026	Extensions 24, 25, 37 & 38 (DRC - Seaside) Residents	Erf 4689, Ext 13, Open space near the area (Tent)	15H00	General Public Education on Council's services
3	Sunday, 17 May 2026	Tulnawa & Umulondó Residents	Hanganen sports field (Tent)	15H00	General Public Education on Council's services (Solid Waste and Sewer line management)
4	Sunday, 21 June 2026	CBD and all residents in the surroundings	Council Chambers	15H00	<ul style="list-style-type: none"> <li>Public Education</li> <li>Land servicing Council's provision for services</li> </ul>
5	Friday, 10 July 2026	Business Breakfast meeting	MTC Dome	08H00	Various topics - TBC
6	Sunday, 20 September 2026	Mile 4, Ocean View, Vineta residents	Mile 4 Conference hall / Public Open Space - Erf	15H00	<ul style="list-style-type: none"> <li>Public Education</li> <li>Land servicing Council's provision for services</li> </ul>
7	Sunday, 19 October 2026	Extension 3, Tamariskia & Extension 34 & 35, Matutura	Open space near the NamPower building - Erf 8929 (Tent)	15H00	Public Education Council's provision for services

- (c) That all the General Managers attend and present on matters to be discussed at these public meetings.
- (d) That the Manager: Emergency & Law Enforcement presents to the community on fire safety, hazards, tips, and emergency procedures.
- (e) That a representative from the Namibian Police be invited to present on community safety, procedures, and enforcement of the law for crimes.
- (d) That a representative from Swakopmund Against Alcohol and Drug Abuse (SAADA) to provide guidance and support to community members regarding the issue of drug and alcohol abuse in our community.

32 / 2026

- (e) That a representative from the Ministry of Health and Social Services be invited to present on general health and health services facilities in Swakopmund.
- (f) That a sign language interpreter should be available at all the meetings.
- (g) That the Swakopmund Business Breakfast meeting be held at the MTC Dome and chaired by the President of the Swakopmund Business Chamber.
- (h) That the Office of the Chief Executive Officer collaborates with the Swakopmund Business Chamber to compile the agenda and invite speakers, sponsors, and participants to the meeting.
- (i) That Council contributes the total amount of N\$15,000.00 towards hosting the Swakopmund Business Breakfast meeting.
- (j) That Council purchase 40x tickets valued at N\$8,000.00 (N\$200.00 each).
- (k) That innovative businesses be invited to showcase their products or services at the event on a barter basis.
- (l) That the Swakopmund Business Chamber be responsible for the payment of the fees on the invoice from the MTC Dome with the funds generated from the ticket sales.
- (m) That the members of the public be invited via advertisements, letters, and notices on various print media, social media, and analogue platforms, including radio and television.
- (n) That Council's properties, such as community halls, sports fields, public open spaces, parks, etc., be utilized at no cost for Council's Public meetings.
- (o) That tents and mobile toilets be rented, where applicable.
- (o) That Council's Public Meeting Organising Committee, comprising the following officials, to assist with preparations:
- *Public Relations Officer*
  - *Corporate Officer: Marketing and Communications*
  - *Assistant: Marketing & Communications*
  - *Sports and Recreational Officer*
  - *Environmental Health Practitioner: Waste*
  - *Administrative Clerk*
  - *Wellness Officer/ SAADA Committee member*
  - *Animal Control Officer*
  - *Janitors*
  - *Road Graders; Works*

*\*Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.*

**Translators**

**Mr Benneth Khaibeb**

**Khoekhoegowab**

33/2026

Ms Panduleni Shiimi - Oshiwambo  
Mr Jeffa Uvanga - Otjiherero

- (p) That the officials who will be on duty during the public meetings be paid overtime.
- (q) That a registry of attendees be recorded at all public meetings.
- (r) That all attendees be provided with bottled water.
- (s) That the expenses for the Public and Business Breakfast meetings be defrayed from the Publicity Vote: 150515533000, where N\$57 427.13 is available.

11.1.33 **REQUEST FOR FUNDS TO ACQUIRE UPS FOR ICT DATA CENTRE**

(C/M 2026/03/05 - 3/1/1/1)

**RESOLVED:**

- (a) That Council approves the additional funds of N\$200,525.62 for the Data Centre UPS, and that the cost be defrayed from Vote: 150531023600, where sufficient funds are available.
- (b) That the General Manager: Finance be authorized to avail funds to cover the cost for the procurement of the UPS.

11.1.34 **INTERIM VALUATION COURT 2026**

(C/M 2026/03/05 - 3/6/3)

**RESOLVED:**

- (a) That Ms Diana McClune be appointed as Council's representative for the Interim Valuation Court for 2026.
- (b) That should the above-nominated person be unavailable to attend the Interim Valuation Court for 2026, Mr Abel Schoeman or Mr Frank Lohnert be nominated instead.
- (c) That the Ministry of Urban and Rural Development be requested to nominate a representative for the Interim Valuation Court 2026.
- (d) That the compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.
- (e) That the cost be defrayed from Vote: 101010215900 (Assessment Rates: Valuation Court).
- (f) That, in terms of Section 69 of the Local Authorities Act 23 of 1992, as amended, a notice be published in at least two newspapers on a date not later than 30 days before the date of the Valuation Court.
- (h) That requirements regarding the interim valuation as prescribed in the Local Authorities Act 23 of 1992, (as amended), be dealt with successfully.

34/2026

11.1.36

**REQUEST FOR APPROVAL TO TRAVEL AND SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN MUNICIPALITY OF SWAKOPMUND AND THE ZANZIBAR URBAN MUNICIPAL COUNCIL, TANZANIA**

(C/M 2026/03/05)

(12/2/4/5)

**RESOLVED:**

- (a) That the Memorandum of Understanding (MoU) between the Zanzibar Urban Municipal Council and the Municipality of Swakopmund be approved.
- (b) That the Memorandum of Understanding (MoU) be signed at the Zanzibar Urban Municipal Council by both parties on 30 March 2026 in Zanzibar.
- (c) That permission be granted to the following delegation to travel to Dar-Es-Salaam and Zanzibar, Tanzania from 28 March 2026 to 1 April 2026:
- Mayor
  - Chairperson of the Management Committee
  - General Manager: Corporate Services, Human Capital & ICT
- (d) That Council seeks Ministerial approval for the travel authorization for the delegation.
- (e) That a Traffic Officer be assigned to transport the delegation to and from Windhoek on 28 March 2026 and 1 April 2026, respectively.
- (f) That the mayoral vehicle be used for transportation to and from Windhoek.

ITEM	COST PER PERSON	QUANTITY	AMOUNT	REMARK
Lunch Tariff	NS400.00	5	NS2 000.00	Including Driver
Overnight allowance	NS2000.00	2	NS4000.00	Over night x2 in Windhoek for the driver
Overnight allowance visiting beyond SADC (5x)	NS2 100.00 per person per night	3	NS31 500.00	Total of 5 nights for 3 people = NS10 500.00 per person
Return ticket (to Zanzibar, from Dar Es Salaam)	-	3	NS6 552.00	
Return ticket (estimate due)	-	3	NS15 922.00	
<b>TOTAL EXPENDITURE ON SUBSISTENCE AND TRAVEL COSTS</b>				<b>NS59 974.00</b>

- (g) That Council be responsible for travel and subsistence costs for the three (3) delegates as per the financial summary below:
- (h) That the cost for the expenditures in (g) above, be defrayed for the relevant departmental votes where sufficient funds are available.
- (i) That all correspondence be liaised through the Ministry of International Relations and Trade.
- (j) That a plan of action based on the following areas of interest below be agreed on with the Zanzibar Urban Municipal Council:

35 / 2026

1. Revenue Collection
2. Investment
3. Training for Capacity Building
4. Town Planning
5. Economic Activities
6. Culture
7. Waste Management

11.1.37 **COMMEMORATION OF GLOBAL MONEY WEEK IN SWAKOPMUND**

(C/M 2026/03/05 13/3/1/2)

**RESOLVED:**

- (a) That Council takes note and supports the planned Global Money Week 2026 activities in Swakopmund.
- (b) That Council approves the proposed collaboration between stakeholders such as Financial Literacy Initiative, Bank of Namibia, First National Bank, One Economy Foundation, Ministry of Education, Innovation, Youth, Sport, Arts and Culture, and the Municipality of Swakopmund in the following areas:
  - (i) To co-host the events planned for the GMW in Swakopmund
  - (ii) To avail Council's venues i.e. Amphitheatre, Mandume Ndemufayo Street opposite Owetu in Mondesa for vendors' engagements, Council Chamber for dialogues, training room and Municipal parking lot.
  - (iii) Council and Management to participate in the opening rally and closing ceremony at the designated venues
- (c) That the events expenses of NS 20 000.00 be defrayed from the Functions & Entertainment Vote Number: 4500 155 130 00 where NS 23 039.81 is available.

11.1.38 **MASS HOUSING DEVELOPMENT PROGRAMME: APPLICATION BY MS. ANTIONETTA HENDRIKA VAN WYK TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2346, MATUTURA, EXTENSION 11**

(C/M 2026/03/05 E 2346 M)

**RESOLVED:**

- (a) That Council takes note of the application by Ms. Antionetta Hendrika Van Wyk to sell Erf 2346, Matutura, Extension 11 measuring 374m<sup>2</sup> to a third party.
- (b) That Council declines to purchase the property on Erf 2346, Matutura, Extension 11 measuring 374m<sup>2</sup>, as offered by Ms. Antionetta Hendrika Van Wyk to Council and permit her to sell the property to a third party.
- (c) That both Council and NHE each sign the cancellation certificate for the pre-emptive condition, as proof of the written consent required in terms of Clause 2.3.1 of the Deed of Donation.

36 / 2026

- (d) That should no suitable third party be proposed on or before 31<sup>st</sup> March 2026, Council may proceed to advertise the property at the cost of the sellers to secure a qualifying purchaser.
- (e) That Council approves the third party, Ms. Theresia Whisley Aebes as submitted by Ms. Antionetta Hendrika Van Wyk to purchase Erf 2346, Matutura, Extension 11 based on the fact that Ms. Theresia Whisley Aebes is employed in Swakopmund and has been a resident of Swakopmund for 7 years, and meeting 95% of the below criteria, as well as the need to alleviate the financial strain faced by the current owner, Ms. Antionetta Hendrika Van Wyk

The Third-Party Criteria	Do They Comply
1. He or she must be on the Master Waiting List	No
2. Must reside in Swakopmund	Yes
3. Must be a first-time homeowner	Yes
4. Must earn at least NS 6000.00 or more	Yes

- (f) That the transferring attorney be informed to draft an addendum to the tripartite agreement continuing the above conditions.
- (g) That Council approves the transfer of the remainder of the 10-year pre-emptive right (as outlined in Clause 2.3.1) to the third party, such right to commence on the date of registration of the property in the name of the third party.

For example, the property was registered in the name of Ms. Van Wyk on 22 February 2024. The 10-year pre-emptive right therefore runs until 2034. Since she now wishes to sell the property in 2025, the third party will assume the remaining 9 years (2025-2034) of the pre-emptive period from the date of registration.

- (h) That Council approves the condition below of the 9-year pre-emptive right to the third party, that will commence on date of the property registered in the name of the third party.

*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 9 (nine) years as from the date of registration of transfer of the Property into the name of the Buyer pursuant to this agreement, unless the Council has consented to such transfer in writing and the Property was offered in writing for the sale to the Council. 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 the 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.*

- (i) That Ms. Antionetta Hendrika Van Wyk be informed that she does not qualify for further allocation in any of the low-cost housing programmes.

37 / 2026

11.1.39

**MASS HOUSING DEVELOPMENT PROGRAMME: APPLICATION BY MR. UAZEMISA MATUNDU TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2264, MATUTURA, EXTENSION 10**

(C/M 2026/03/05)

E 2264 M)

**RESOLVED:**

- (a) That Council acknowledges the application by Mr. Uazemisa Matundu, acting on his own behalf and his former spouse, Ms. Theopolitine Matundu, to waive the pre-emptive right over Erf 2264, Matutura, Extension 10 measuring 315m<sup>2</sup> due to the Court Order ordering the equal division of the joint estate.
- (b) That Council declines to purchase the property on Erf 2264, Matutura, Extension 10 measuring 315m<sup>2</sup>, as offered by Mr. Uazemisa Matundu and Ms. Theopolitine Matundu to Council and permit them to sell the property to a third party.
- (c) That Mr. Uazemisa Matundu and Ms. Theopolitine Matundu be advised to submit an eligible third party who meets the criteria outlined below:

<b><i>The Third-Party Criteria</i></b>	
1.	<i>He or she must be on the Master Waiting List</i>
2.	<i>Must reside in Swakopmund</i>
3.	<i>Must be a first-time homeowner</i>
4.	<i>Must earn at least N\$ 6000.00 or more</i>

- (d) That should no suitable third party be proposed on or before 31<sup>st</sup> March 2026, Council may proceed to advertise the property at the cost of the sellers to secure a qualifying purchaser.
- (e) That the transferring attorney be instructed to draft an addendum to the tripartite agreement to address the condition.
- (f) That both Council and NHE each sign the cancellation certificate for the pre-emptive condition, as proof of the written consent required in terms of Clause 2.3.1 of the Deed of Donation.
- (g) That Council approves the transfer of the remainder of the 10-year pre-emptive right (as outlined in Clause 2.3.1) to the third party, such right to commence on the date of registration of the property in the name of the third party.

For example, the property was registered in the name of Mr. Uazemisa Matundu and Ms. Theopolitine Matundu on 11 October 2023. The 10-year pre-emptive right therefore runs until 2034. Since the property will be sold during 2026, the third party will assume the remaining 7 years (2026-2033) of the pre-emptive period from the date of registration.

- (h) That Council approves the condition below of the 7-year pre-emptive right to the third party, that will commence on date of the property registered in the name of the third party.

***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 8 (eight) years as from the date of registration of transfer of the Property into the name of the Buyer***

38 / 2026

pursuant to this agreement, unless the Council has consented to such transfer in writing and the Property was offered in writing for the sale to the Council. 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 the 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.

- (i) That Mr. Uzemisa Matundu and Ms. Theopokine Matundu be informed that they do not qualify for further allocation in any of the low-cost housing programmes.

11.1.40 **YELO GENERAL ASSEMBLY, DAKHLA, KINGDOM OF MOROCCO**  
(C/M 2026/03/05 12/5/1)

**RESOLVED:**

- (a) That Council approves the travel of the Mayor of Swakopmund, Her Worship Cllr Suamma Kautondokwa, to Dakhla, Kingdom of Morocco, to attend the General Assembly of the Network of Young Local Elected Officials (YELO) scheduled for 16-17 March 2026.
- (b) That Ministerial approval be obtained for the Mayor's travel and all costs related to the travel be submitted.
- (c) That the following expenditure be approved.

Item	Lunch Tariff (1x 400,00)	Overnight Allowance (3 days X N\$1000,00)	Accommodation (3 days X N\$1000,00)	Overnight allowance beyond SADC (Morocco) 4 Nights	Total
	N\$400,00	N\$3,000,00	N\$3,000,00	N\$8,400,00	N\$14,800,00
<b>TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS</b>					<b>N\$14,800,00</b>

- (d) That the amount of N\$14,800.00 be defrayed from the Conference Vote: 101015505500 where N\$ N\$189,734.76 is available.

39 / 2026

11.1.41

**UPDATED POLICY ON AESTHETIC CONTROL AND CONSECRATION AREA DEVELOPMENT AND THE APPOINTMENT OF MEMBERS TO THE AESTHETICS COMMITTEE**

(C/M 2026/03/05 - 12/5/1)

During the discussion of this item, the Chairperson of the Management Committee requested Council to consider an additional item under 11.1.41 Policy on Aesthetic Control and Conservation Area Development and Compilation of an Aesthetic Committee. The MC Chairperson informed Council that the item/submission was erroneously omitted from the agenda. However, the item was already presented and discussed at the Special Management Committee (SMC) Meeting of 31 February 2026 under which it was recommended on condition that the proposed names of the Aesthetic Committee members be submitted to Council for consideration. At the SMC meeting of 31 February 2026 both Members of the Management Committee (MC) and members of the Council were in attendance. Thus, the resubmission with the proposed names of the members to serve on the Aesthetic Committee. The house was divided as some members of the Council opted for the item to be deferred due to procedural flaws. On the other hand, other members of the Council opined that the matter is of such great importance for Council to pronounce itself since there are quite a number of drawings/building plans that awaits the Aesthetic Committee's decision.

The Chairperson of the Council, Her Worship the Mayor who presided the Council meeting requested that the matter be voted upon due to two proposals on the table. Hon. Cllr Dina Namubes requested for permission to leave the meeting, which was duly granted. The voting proceeded and seven (7) members voted in favor of the proposed names and policy approval while one (1) member namely Hon. Cllr M. Kooijie abstained. It was therefore:

**RESOLVED:**

- (a) That the updated Policy on Aesthetic Control and Consecration Area Development and the appointment of members to the Aesthetics Committee be approved, adopted, and implemented.
- (b) That aesthetic control be limited exclusively to developments within the Conservation Area, and that aesthetic review requirements for developments outside the Conservation Area be formally removed.
- (c) That Council recalls the decision taken at the Ordinary Council Meeting held on 4 November 2025 under Item 11.1.5, in terms of which the following people were appointed to serve on Council's Aesthetics Committee:

<i>Registered Local Architects</i>	<i>Community Representatives</i>
<i>Mr Stefano Campetti</i>	<i>Mr Nehemia Salomon</i>
<i>Ms Phil-Marie Engelbrecht</i>	<i>Mrs Lynette van Niekerk</i>

and that the above-mentioned members shall no longer serve on the Aesthetics Committee.

- (c) That Council constitutes the Aesthetics Committee as an advisory committee in terms of Section 30(1)(w) of the Local Authorities Act 23 of 1992.
- (e) That Council appoints the following members to serve on the Aesthetics Committee for a bi-annual term:

*Council Representation*

40 / 2026

- **Primary Member: Councillor H U Weiman**
- **Alternate Member: Councillor A S Angula**

**Registered Local Architects**

- **Ms Nadine Cohen**
- **Mr Stefano Campetti**

**Community Representatives**

- **Mr Silvanus T. Kathindi**
- **Mr Johannes G. van der Merwe**

**Municipal Administration**

- **Chief Executive Officer**
- **Manager: Town Planning.**

---

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

None.

---

The meeting adjourned: **20:20.**

Minutes to be confirmed on **26 March 2026.**

**Mr C McClune**  
**CHIEF EXECUTIVE OFFICER (ACTING)**

**Councillor S M Kautondokwa**  
**MAYOR**

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING MARCH 2026**

---

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 12 MARCH 2026**

2. **CONFIRMATION OF MINUTES**  
(M/C 2026/03/12 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 18 FEBRUARY 2026**

On the proposal of Councillor M N Amushila and seconded by Councillor H U Weiman, it was:

**RESOLVED:**

**That the Minutes of the Management Committee meetings held on 18 February 2026 be confirmed as correct.**

---

10.1 **INVITATION OF THE SMART WATER SOLUTION & TECHNOLOGY CC TO THE ORDINARY MANAGEMENT COMMITTEE MEETING TO PRESENT A SMART WATER METER READING SOLUTION**

(M/C 2026/03/12 - 12/2/1/2/2, 17/2/1/7/1)

**RESOLVED:**

**That the presentation be deferred to the Management Committee of 16 April 2026 due to the non-availability of Messrs Smart Water Solution & Technology CC.**

---

10.2 **ERF 113, VINETA: RECONSIDERATION OF APPLICATION TO PURCHASE A PORTION OF ERF 113, VINETA BY HALLIE INVESTMENT NUMBER TWO HUNDRED AND THIRTEEN CC**

(M/C 2026/03/12 - V 113, V 31)

**RESOLVED:**

**That it be recorded that this item is a duplication of item 7.1 and is therefore withdrawn from the Agenda.**

---

10.4 **REQUEST FOR THE ESTABLISHMENT OF A CONTAINER FOOD COURT AT THE MONDESA TAXI RANK**

(M/C 2026/03/12 - 15/1/3/1, M 4353)

**RESOLVED:**

**That the item be deferred to the Special Management Committee meeting scheduled for 26 March 2026 for the review of the rental fees.**

---

10.5 **WRITING OFF REDUNDANT VEHICLES & MATERIAL: WATER & SEWERAGE SECTION**

(M/C 2026/03/12 - 17/2/5/1)

**RESOLVED: (For Condonation By Council)**

- (a) That the following old and redundant vehicles and material from the Sewerage Works & Water Works Section be written off and sold at the next public auction:

<i>Fleet No.</i>	<i>Reg. No.</i>	<i>Make</i>	<i>Model</i>
<b>Water Works</b>			
<b>WA 0034</b>	<b>N 6055 S</b>	<b>ISUZU KB200i</b>	<b>2009</b>
<b>Sewerage Works</b>			
<b>SE 0242</b>	<b>N 6613 S</b>	<b>Nissan Tanker</b>	<b>2012</b>
<b>SE 0299</b>	<b>N 19636 S</b>	<b>HINO SEWER JETTER 500/1626</b>	<b>2014</b>
<b>SE 0059</b>	<b>N 4432 S</b>	<b>Isuzu Carrier</b>	<b>2008</b>

<i>Quantity</i>	<i>Description</i>	<i>Location</i>
<b>1</b>	<b>Grundfos 43kW S/N 174219 - Pump</b>	<b>Pump Station 1 (Jetty Pump station)</b>
<b>1</b>	<b>Grundfos 43Kw S/N 174218- Pump</b>	
<b>1</b>	<b>Sulzer 45kW S/N 0003012 - Pump</b>	
<b>1</b>	<b>Brush Cutter - STIHL FS 250 FSE 0437</b>	

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

11.1.1

**ERF 113, VINETA: RECONSIDERATION OF APPLICATION TO PURCHASE A PORTION OF ERF 113, VINETA BY HALLIE INVESTMENT NUMBER TWO HUNDRED AND THIRTEEN CC**

(C/M 2026/03/26 - 113, V 31)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **7.1** 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 consideration of the following applications with regard to Erf 113, Vineta which are tabled under cover of separate submissions:

(i)	<p>to renew the lease agreement between Council and Mr Mario Hercules Nel and Ms Daniela Stoelssel Pereira da Silva t/a Wurstbude who is leasing the building located on Erf 113, Vineta.</p> <p>The current lease period lapses <b>31 May 2026</b> and the lessee has a right to renewal.</p>	<p>Subject of previous submission.</p>
(ii)	<p>reconsideration of the sale of a portion of land to the owners of Erf 31, Vineta (Plan Africa Consulting CC on behalf of Hallie Investment Number Two Hundred and Thirteen CC, hereinafter referred to as "Hallie"), (<b>Annexure "A"</b>) as resolved by Council on <b>29 February 2024</b> under item 11.1.10 (<b>Annexure "B"</b>).</p>	<p><b>Subject of this submission.</b></p>

As the application in (ii) above will have an effect on the size of the remaining area in point (i) above, therefore these two submissions are tabled following each other for ease of reference.

Below for ease of reference is a diagram indicating the (i) lease area and (ii) the area Hallie applies for area under point (ii):



A map indicating the various pending subdivisions of Erf 113, Vineta is attached as **Annexure "C"**. These subdivided portions will have an effect on the size of the remaining and reduce the size of the erf in general.

**Listing of the attachments:**

<b>Annexure "A"</b>	:	Letters dated <b>14 October 2022</b> and <b>04 October 2024</b> received from Plan Africa Consulting CC on behalf of Hallie.
<b>Annexure "B"</b>	:	Letter dated <b>12 August 2025</b> to Plan Africa Consulting CC confirming that the renewal of the lease period for Wurstbude is being considered by Council (Council's resolution made on <b>29 February 2024</b> under item 11.1.10).
<b>Annexure "C"</b>	:	A map of Erf 113, Vineta indicating the pending subdivision and right of way servitudes.
<b>Annexure "D"</b>	:	A lay-out of the area and the diagrams for Erf 113, Vineta and the Remainder Erf 108, Vineta.
<b>Annexure "E"</b>	:	Background regarding the application by Hallie to purchase a portion of Erf 113, Vineta.
<b>Annexure "F"</b>	:	The recommendation tabled to the Management Committee of <b>10 August 2023</b> with proposed conditions of sale should Council at the time opted to sell the portion of land to Hallie.

**2. Erf 113, Vineta**

In terms of Diagram A81/2020 Erf 113, Vineta measures 1 366m<sup>2</sup> and is zoned "local business".

Attached as **Annexure "C"** is a lay-out indicating the:

- 4m wide right-of-way servitude granting access to Erf 31, and
- the subdivision for the establishment of a separate erf for the substation.

As can be seen from the attached map, the size of Erf 113 is being reduced as the erf is burdened with a 4m wide right-of-way servitude and is in the process of being subdivided to create a separate erf for the substation located thereon.

Accordingly the space available for future development on the erf is substantially reduced, considering on site parking requirements for erven zoned "local business".

If a portion of land located to the north of Erf 31, Vineta measuring 173m<sup>2</sup> is sold to Hallie the size of Erf 113, Vineta will be further reduced and severely impact the economic value of the property and the viability of a business in future.

Below are maps indicating the lay-out of the property and pending servitudes and subdivision (also see **Annexures "C"** and **"D"**):



Below for ease of reference is an aerial photo superimposed over the layout:



As can be seen from the above aerial photo the businesses located on Erf 30, Vineta are making use of the public parking on the Remainder Erf 108 as an informal arrangement. Erf 30 has access from Second Avenue.

The sizes of Re Erf 108, Vineta and Erf 113, Vineta are as follows (see diagrams attached as **Annexure "D"**):

Erf 108 = 1 803m<sup>2</sup> less the size of Erf 113, i.e 1 366m<sup>2</sup> = 437<sup>2</sup>  
 Erf 113 = 1 366m<sup>2</sup>

### 3. **Decisions made with regard to the Application by Hallie**

An application dated **14 October 2022** was received from Plan Africa Consulting Town and Regional Planners CC on behalf of their client, Hallie (owner of Erf 31, Vineta) to purchase a portion of Erf 113, Vineta (measuring 173m<sup>2</sup>) located to the north of their erf (**Annexure "B"**).

On **31 August 2023** under item 11.1.7, Council passed the following decision:

- (a) *That the property not be sold until the expiry of the lease period.*
- (b) *That Council determines the future needs of the property before considering any option of selling the property."*

Another application in reply to the above decision received from Hallie dated **04 October 2023 (Annexure "B")** to purchase a portion of Erf 113, Vineta for consolidation with Erf 31, Vineta was resubmitted to Council whereafter the following was resolved on **29 February 2024** under item 11.1.10:

*"That the applicant be advised to apply once the lease agreement lapses on 31 May 2026."*

It is therefore required to consider the application of Hallie together with the renewal of the lease period for Wurstbude.

As complete **background information** pertaining to the application by Hallie, attached as **Annexure "E"** is the content of the submission tabled to the Management Committee of **29 February 2024** under item 11.1.10.

For completeness sake, below the recommendation to the Management Committee and the decisions made by Council:

<b>Recommendation by Management Committee of 08 February 2024 under item 7.11</b>	<b>Resolution Passed by Council on 29 February 2024 under item 11.1.10</b>
<p>(a) That Council takes note that the Remainder Erf 113, Vineta measures 1 366m<sup>2</sup> and is zoned "Local Business"; and that the erf is burdened with a 4m wide right-of-way servitude in favour of Hallie Investment Number Two Hundred and Thirteen CC and is in the process of being subdivided to create a separate erf for the substation located thereon.</p>	<p>"That the applicant be advised to apply once the lease agreement lapses on 31 May 2026."</p>
<p>(b) That space for future development on the erf and its' value is substantially reduced by the right-of-way servitude and subdivision for the electrical substation, considering onsite parking requirements for a zoning of "Local Business".</p>	
<p>(c) That Council remains with its' decision passed on 31 August 2023 under item 11.1.7.</p>	
<p>(d) That in terms of clause 14 of the lease agreement for Erf 113 the lessees (Mr M H Nel and Ms D S P da Silva) have a right to negotiate the renewal of the lease period for a further period of 9 years 11 months, six months prior to the lease period lapsing on 31 May 2026."</p>	

4. **Application to Purchase a Portion of land located Adjacent to Erf 31. Vineta**

Plan Africa Consulting Town and Regional Planners CC expressed their continued interest to pursue the application as resolved by Council on **29 February 2024** under item 11.1.10 (quoted in the tabled above). Proposed conditions of sale were submitted to the Management Committee on **10 August 2023** under item 8.2 should Council opted at the time to sell the said portion of land (**Annexure "F"**).

The application was discussed at the Council meeting of **31 August 2023** under item 11.1.7, whereafter it was resolved:

- (a) That the property not be sold until the expiry of the lease period.
- (b) That Council determines the future needs of the property before considering any option of selling the property."

As indicated under point 3 above, Council resolved on **29 February 2024** under item 11.1.10 that the application be reconsidered upon lapsing of the lease period of Wurstbude.

5. **Proposal**

- 5.1 The applicant was informed as per **Annexure "B"** that the application will be submitted to Council for consideration with the consideration of the renewal of the lease period for Wurstbude.

It is proposed that Council declines the application by Hallie to purchase a portion of Erf 113, Vineta for consolidation with Erf 31, Vineta.

The rejection is based on the fact that Erf 113, Vineta is valuable commercial land and reducing its size will reduce its commercial potential. The Erf is already encumbered due to the owners of Erf 31 claiming the unusual right to have 2 entrances to their property, thereby reducing the available land for doing business or providing the required parking space.

If in future Erf 113, Vineta is sold the business owner may not be able to redesign the layout to comply with the statutory requirements for an erf zoned "*local business*".

Erf 113, Vineta is already substantially reduced due to a right of way servitude and the subdivision of the portion on which the Erongo Red substation is located.

**Annexure "E"** is a comprehensive submission regarding the application by Hallie.

- 5.2 It is further proposed that the Engineering & Planning Services Department attends to the consolidation of Erf 113 and Re Erf 108, Vineta to create an erf measuring 1 803m<sup>2</sup> zoned "*local business*" in order to have adequate parking space for future investment or commercial purposes.

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

**RECOMMENDED:**

- (a) **That Council declines the application received from Plan Africa Consulting Town and Regional Planners CC on behalf of their client, Hallie Investment Number Two Hundred and Thirteen CC to purchase a portion of Erf 113, Vineta (measuring 173m<sup>2</sup>) located to the north of their erf, Erf 31, Vineta.**
- (b) **That Council conserves the size of Erf 113, Vineta zoned "*Local Business*" and approves the consolidation of the erf with Remainder Erf 108, Vineta to create an erf zoned "*Local Business*" measuring 1 803m<sup>2</sup> in extent which will comply with the statutory required parking and be an extremely valuable future investment should the erf be sold upon expiry of the future lease period of Wurstbude in 2034 (see previous separate submission).**
-

**ANNEXURE "A"**

- **LETTER DATED 14 OCTOBER 2022 SUBMITTED TO COUNCIL ON 31 AUGUST 2023**
- **LETTER DATED 04 OCTOBER 2023 SUBMITTED TO COUNCIL ON 29 FEBRUARY 2024**

PLAN AFRICA CONSULTING CO  
TOWN AND REGIONAL PLANNERS



Box 4111  
WINDHOLEK  
B Debus Street Windhoek West  
Tel: (061) 212050 Cell: 0812716185  
Fax to Mail: 086614626  
Email: pafica@netweb.com.na

14 October 2022

The Chief Executive Officer  
Swakopmund Municipality  
Corporate Services  
P.O. Box 53  
SWAKOPMUND  
NAMIBIA



Attention: Mr. C. McLune

Dear Sir

**PURCHASE OF A PORTION OF ERF 113 VINETA FOR CONSOLIDATION WITH ERF 31 VINETA, SWAKOPMUND**

**1. Appointment**

Plan Africa Consulting was appointed by Mr. S.E.M. Lohle, the managing member of Hallie Investment number two hundred and thirteen CC and owner of Erf 31, Vineta for the purchase of a portion of Erf 113 Vineta for consolidation with Erf 31 Vineta.

**2. Background**

In 2016, a consultant was appointed to bring the existing cadastral layout adjacent to Erf 31 in line with the situation on the ground. The Vrede Rede Street was constructed over Erven 85 and 86 without following the cadastral planning. The cadastral process and survey work were carried out accordingly.

The Municipality agreed to register a servitude right from *Vrede Rede Street* over Erf 113 in order to maintain the historical access. The servitude was surveyed and is now in process of being registered. The access issue was amicable.

Erf 113 comprising of a former street and public open space has the potential of being developed in future and the owner is afraid that the development may interfere with his view to the sea. In addition, the adjacent owner also wish to secure a portion of Erf 113 to retain his north-western sea view. The erven right opposite are build-up the sea view is therefore obstructed.

### 3. Erf Information

Erf 113 is still a closed street and public open space and in process of being rezoned to business. The land is currently leased for the purpose of a restaurant from the Municipality. The portion required is 173m<sup>2</sup> and is a closed street portion, located in First Street. The portion was already surveyed in anticipation of a possible purchase of the respective portion for consolidation with the adjacent Erf 31. An application was submitted for the rezoning of Erf 31 to "business" but was not approved by Council. The intention is to use the erf for business/office on the ground floor and residential on the upper floor.

The sale of the respective portion is located within the 5m street building line and because of its size should not have a negative impact on the development potential of Erf 113 Vineta. Council is therefore kindly requested to support the application and that the application be approved in terms of the Local Authorities Act, Act 23 of 1992 and the Urban and Regional Planning Act, Act 5 of 2018. The respective portion was already permanently closed as street and should now be followed by the subdivision and consolidation.

### 4. Application

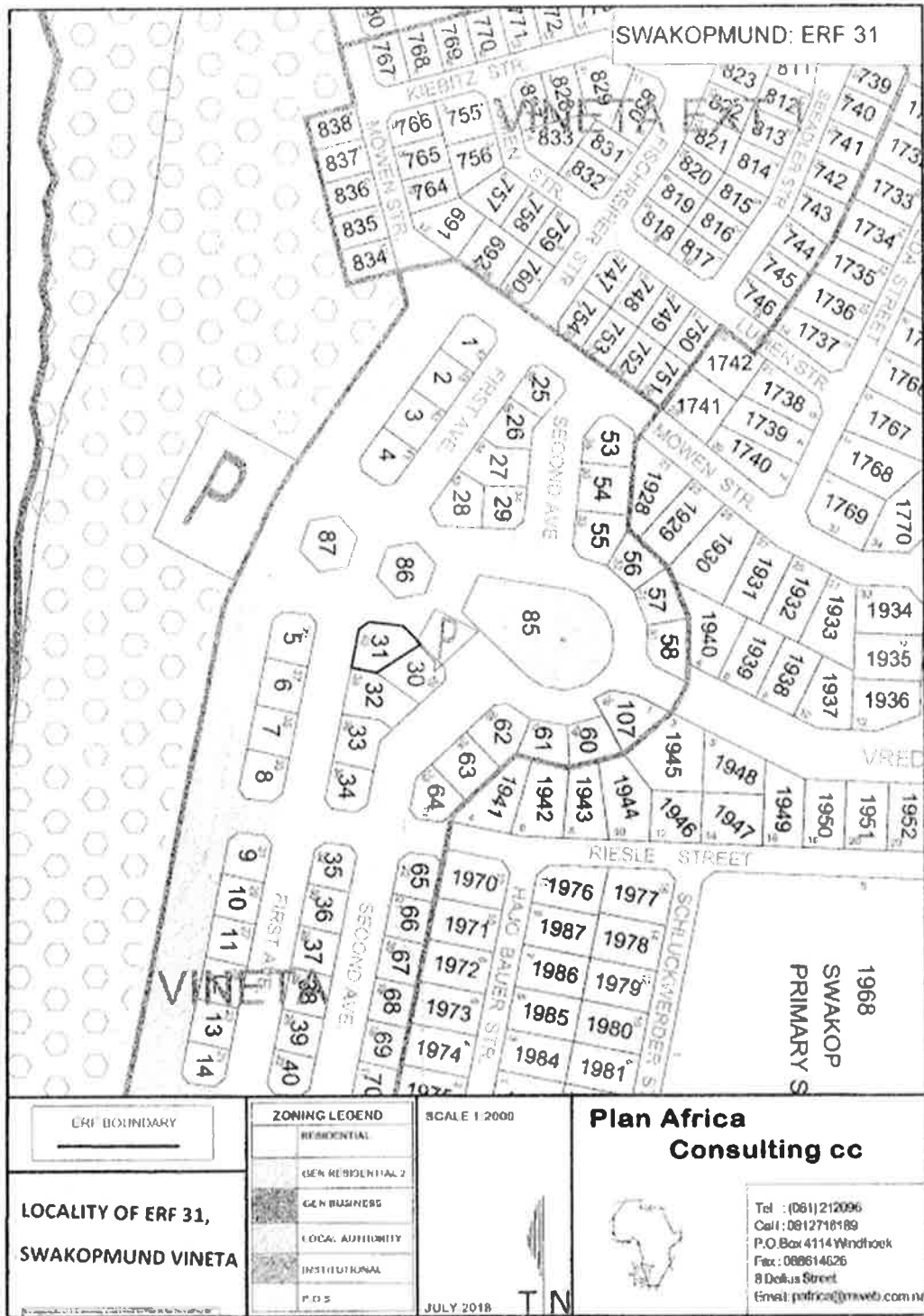
Application is hereby made for the following:

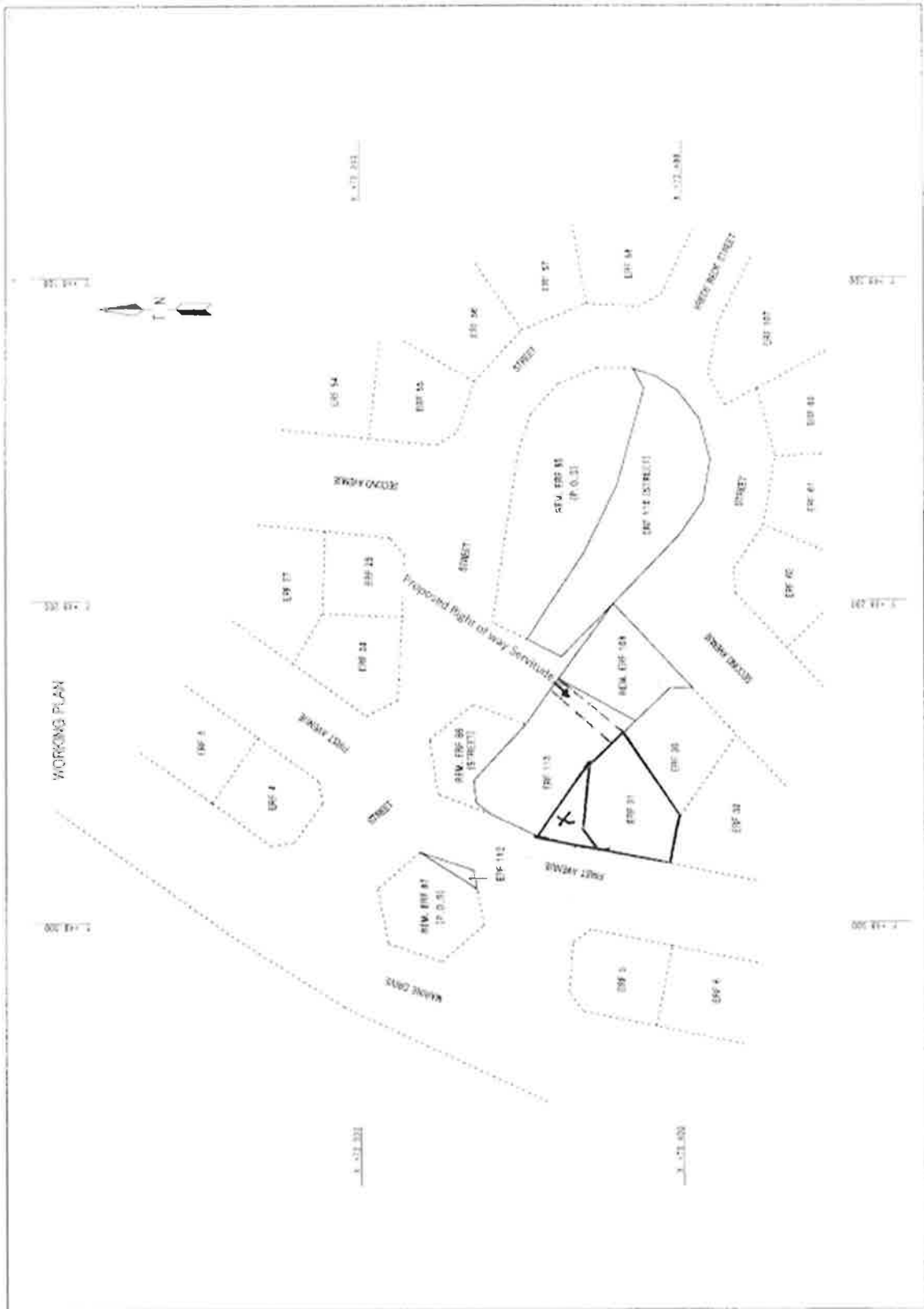
- That Erf X (a portion) of Erf 113 Vineta be sold to the owner of Erf 31, Hattie Investment number two hundred and thirteen CC in terms of Section 63 of the Local Authorities Act, Act 23 of 1992.
- The subdivision of Erf 113 Vineta into Portion X and Remainder
- The consolidation of Portion X of Erf 113 Vineta with Erf 31 Vineta into one erf.

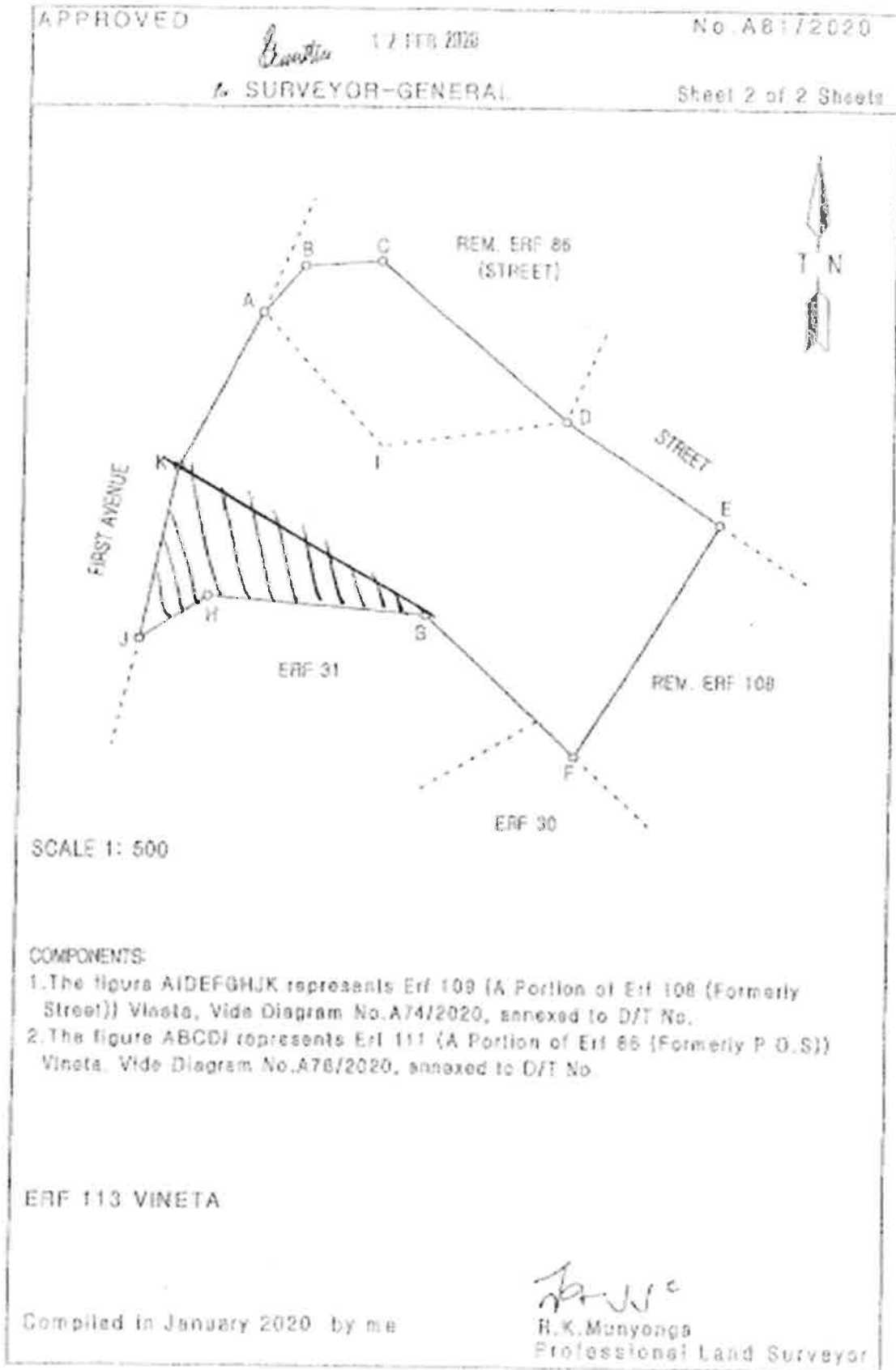
I trust that the application would enjoy your favourable consideration

Yours Faithfully

  
.....  
HA KROHNE







PLAN AFRICA CONSULTING CC  
TOWN AND REGIONAL PLANNERS  
 Box 4114  
WINDHOEK  
8 Delius Street Windhoek West  
Tel: (061) 212096 Cell: 0812716189  
Fax to Mail: 088514026  
Email: [pafrica@nweb.com.na](mailto:pafrica@nweb.com.na)

---

04 October 2023

The Chief Executive Officer  
Swakopmund Municipality  
Corporate Services  
P.O. Box 53  
SWAKOPMUND  
NAMIBIA

Attention: M. Haingura – Corporate Services & Human Capital

Dear Sir

PURCHASE OF A PORTION OF ERF 113 VINETA FOR CONSOLIDATION WITH ERF 31 VINETA,  
SWAKOPMUND  
OBJECTION AGAINST COUNCIL RESOLUTION ITEM NO. 11.1.7

#### 1. Introduction and Background

- 1.1 We refer to your letter dated 05 September 2023 when we were informed that Council declined the application on the following basis:
  - 1.1.1 "That the property not be sold until the expiry of the lease period"
  - 1.1.2 "That Council determines the future needs of the property before considering any option of selling the property"

- 1.2. The reason for the purchase at this stage is that the applicant intends to finalise his building plans and to secure his north-west public open space and sea view, which is currently being obstructed by the inconsiderate layout of Erf 113 Vineta when they smothered the north - west view of the Erf.
- 1.3. The applicant strongly object against the respective Council resolution as no valid reason was provided against the sale of a portion (173 square meter) of the Erf 113 comprising of a former *street* and public open space.
- 1.4. The applicant has on several occasions communicated with Council to resolve the matter in an amicable manner, the latest effort was to apply for the purchase of a 173 square meter of Erf 113 to restore the benefits that Erf 31 enjoyed before Erf 113 was created.
- 1.5. The applicant submits the following facts in a last effort to resolve the matter and to appeal the decision of Council:
  - 1.5.1. The town planner originally planned that Vrede Rede Street will border on Erf 31, turn into 1<sup>st</sup> Avenue and planned and designed the layout of Erf 31 to "cut off" the corner of Erf 31 to facilitate better traffic flow into 1<sup>st</sup> Avenue.
  - 1.5.2. The house on Erf 31 was designed in the late fifties and was positioned on the property to have a view over the front corner of the erf to have maximum benefit of an unimpeded view of the public open space and the ocean beyond the public open space. The illustration below provides a better perspective on the positioning of the house.



- 1.5.3. The cadastral plan below illustrates that Erf 113 encloses the "corner section" that used to have an open view onto the public open space and it is only this small section that the applicant applied to Council to purchase and give relief to Erf 31.



- 1.5.4. We have on previous occasions pointed out that the rights of the applicant was prejudiced when Council ignored to meet the conditions of the Local Authorities Act, more particular that council did not meet the conditions of Section 50 (3) (b):

*"A copy of the notice referred to in subsection (1) shall within 14 days after its publication be served on the owner and occupier of any immovable property situated directly opposite any such public place or street."*

## 2. Case of Objection

- 2.1. The existing lessee of Erf 113 has recorded with Council a "no objection against the subdivision and sale of a portion of Erf 113 Vineta."
- 2.2. It is unreasonable to expect that the applicant should wait more than 2 years for the lease period to expire and only then for the Municipality to determine the future of the erf.
- 2.3. The future of the erf is quite clear because the Municipality already made a decision on the future of the erf and changed its zoning plans accordingly.

2.4. It is therefore submitted:

- 2.4.1. that the sale of the respective portion of Erf 113 Vineta be reconsidered as there is no valid reason provided for the denial of the application.
- 2.4.2. Furthermore, the owner was never provided an opportunity to comment during the closer of Erf 113 as street and public open space and therefore his right to comment or object was denied and his rights prejudiced.

### 3. Reconsideration

3.1. Objection against Council Resolution dated 31 August 2023 is hereby registered and requested that the application be reconsidered for the following:

- 3.1.1. That Erf X (a portion) of Erf 113 Vineta be sold to the owner of Erf 31, Hallie Investment number two hundred and thirteen CC in terms of Section 63 of the Local Authorities Act, Act 23 of 1992.
- 3.1.2. The subdivision of Erf 113 Vineta into Portion X and Remainder
- 3.1.3. The consolidation of Portion X of Erf 113 Vineta with Erf 31 Vineta into one erf.

I sincerely hope that Council will review their position and that the application will enjoy your favourable consideration

Yours Faithfully

  
HA KROHNE

**ANNEXURE "B"**

**CONFIRMATION DATED 12 AUGUST 2025 TO PLAN AFRICA CONSULTING CC THAT THE RENEWAL OF THE LEASE PERIOD FOR WURSTBUDE IS BEING CONSIDERED.**



+264 84 410 4201 | P O Box 53, Swakopmund, Namibia

Ref No: Vineta 113 and 31  
Enquiries: Ms Stephny Bruwer

12 August 2025

Plan Africa Consulting CC  
Town and Regional Planners  
P O Box 4114  
WINDHOEK  
16005

pafrica@mweb.com.na

Dear Sir:

**RESUBMITTED: PURCHASE OF A PORTION OF ERF 113 VINETA FOR CONSOLIDATION WITH ERF 31 VINETA, SWAKOPMUND**

Your application dated **4 October 2023** regarding the above-mentioned and our attached letter dated **04 March 2024**, refer.

As previously stated, the lease period of Mr M and Ms D Nel trading as Wurstbude will lapse on **31 May 2026**. The lessee applied for the renewal of the lease period as provided in terms of the lease agreement.

It is anticipated to submit the application for the renewal to either the Council's meeting of **25 September or 30 October 2025**.

This correspondence serves to inform you that your initial application will be included for reconsideration in the submission for the renewal of the lease period by Mr M and Ms D Nel.

Attached is a map of the Remainder Erf 113, Vineta indicating pending subdivisions for a substation belonging to Erongo RED and a right of way servitude and another map indicating the lease area (761m<sup>2</sup>).

If you have any further questions, please feel free to contact Ms S Bruwer at 064-4104212.

Yours faithfully,

Mr Mahne Kruger  
General Manager: Corporate Services & Human Capital (Acting)

MANAGER: PROPERTY & HOUSING  
HEAD OFFICE

2025-08-12

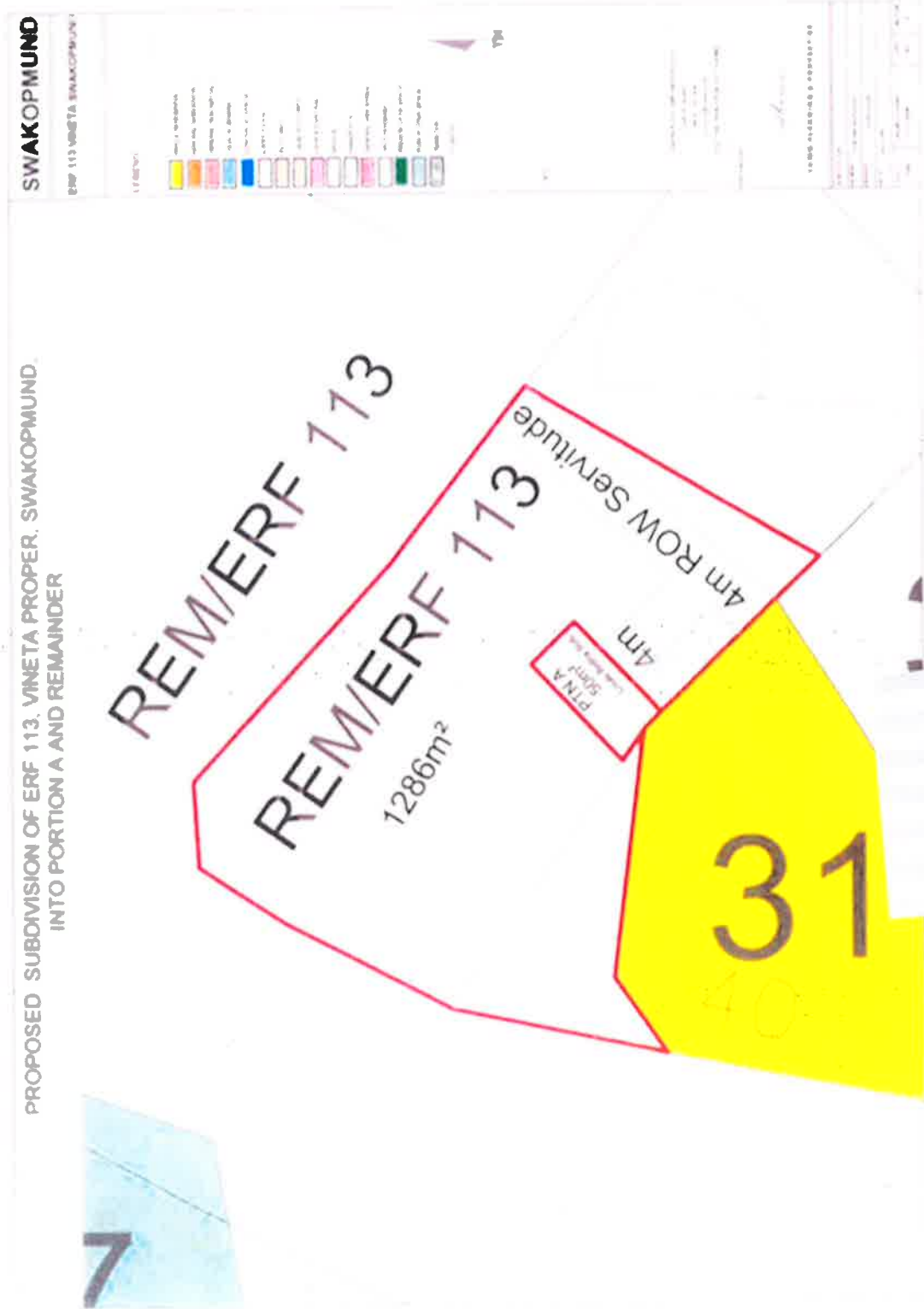
C/O D Kamho Avc  
Rakuletz

Copy: Mr M and Ms D Nel  
t/a Wurstbude  
P O Box 4093  
VINETA  
13003



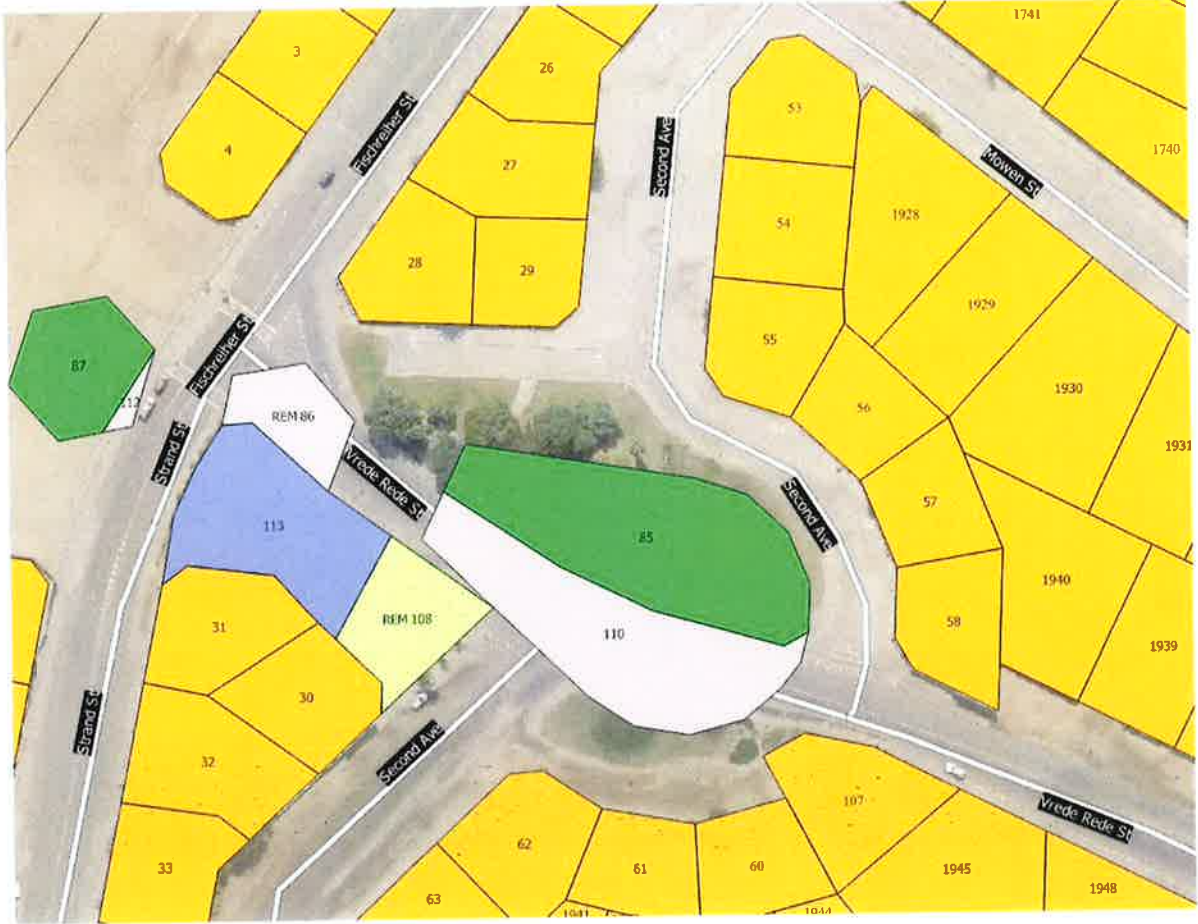
**ANNEXURE "C"**

**A MAP OF ERF 113, VINETA AND THE VARIOUS PENDING SUBDIVISION AND SERVITUDES**



**ANNEXURE "D"**

**LAYOUT INDICATING ERF 113 AND REMAINDER ERF 108**

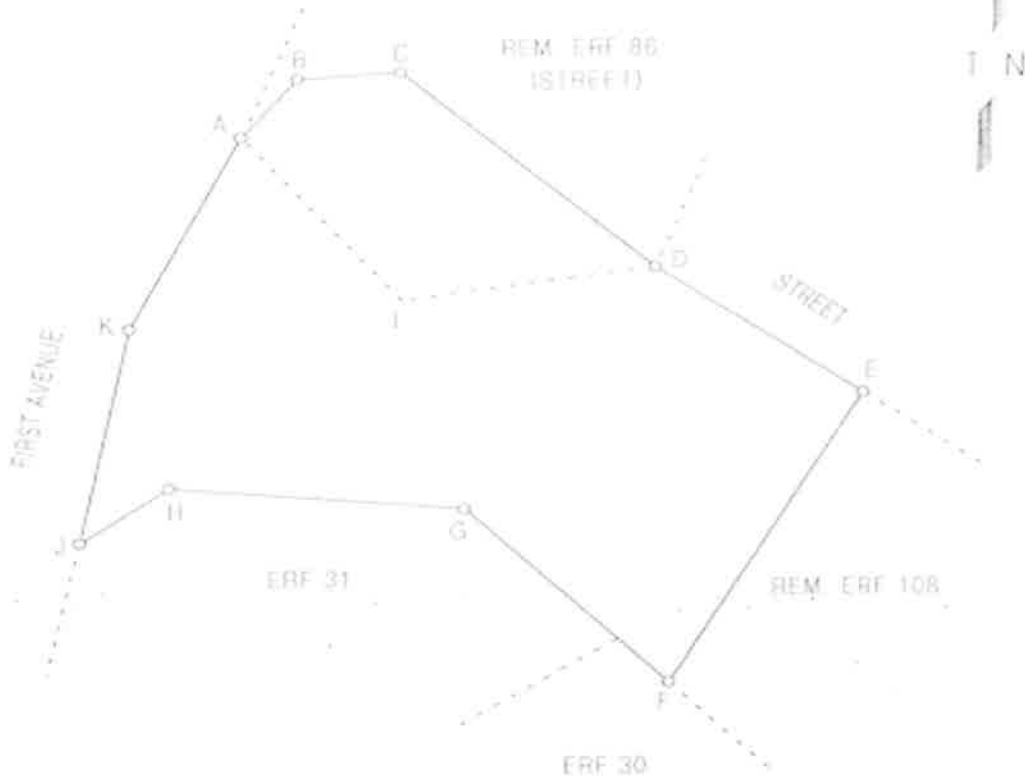


APPROVED

No. A81/2020

*Bantha*  
SURVEYOR-GENERAL

Sheet 2 of 2 Sheets



SCALE 1: 500

COMPONENTS

1. The figure AIDFGHJK represents Erf 109 (A Portion of Erf 108 (Formerly Street)) Vineta, Vide Diagram No A74/2020, annexed to D/T No.
2. The figure ABCDI represents Erf 111 (A Portion of Erf 86 (Formerly P.O. S)) Vineta, Vide Diagram No. A78/2020, annexed to D/T No.

ERF 113 VINETA

Compiled in January 2020 By me

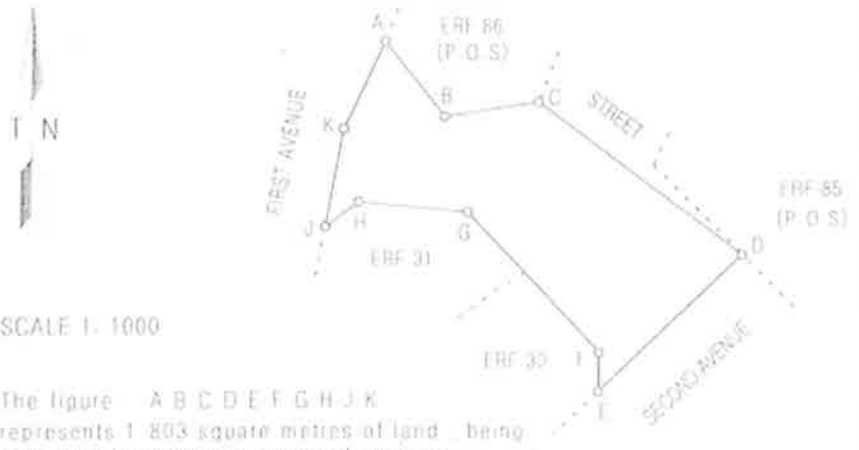
*P. K. Manyoga*  
 P. K. Manyoga  
 Professional Land Surveyor

APPROVED *Quinter* No A7372020  
 & SURVEYOR GENERAL

SIDE S metres	ANGLES OF DIRECTION	CO ORDINATES Y System 2215 X	DESIGNATION			
A-B	17,33	321 11 10	A	+48 266,48	+72 340,21	Q2701a
B-C	17,31	261 11 40	B	+48 255,92	+72 353,71	Q2701b
C-D	48,53	305 52 10	C	+48 238,81	+72 351,00	Q2701b
D-E	36,06	46 53 00	D	+48 201,31	+72 378,32	108a
E-F	7,01	181 23 20	E	+48 227,45	+72 402,97	QB2495
F-G	34,98	135 56 40	F	+48 227,26	+72 395,86	QB2497
G-H	26,01	95 16 20	G	+48 251,59	+72 370,83	QB2495
H-J	7,45	53 24 20	H	+48 271,51	+72 368,98	QB2491
J-K	17,84	190 29 40	J	+48 277,49	+72 373,42	QB2492
K-A	17,36	205 27 30	K	+48 274,34	+72 355,56	108a

D	+48 216,63	+72 179,34	RM10
E	+48 191,89	+72 399,47	RM15

DESCRIPTION OF BEACONS:  
 A,C,E,F,K ..... 16mm iron peg  
 B ..... Not beacons  
 D ..... Hole in concrete  
 G,H,J ..... Hole on wall  
 RM10, RM15 ..... Iron pipe in concrete, below ground level



SCALE 1: 1000

The figure A B C D E F G H J K represents 1 803 square metres of land being **ERF 108 (FORMERLY STREET) VINETA** Situate in the Municipal Area of Swakopmund Registration Division G Erongo Region, Namibia

Surveyed in January 2020 by me *R.K. Munyanga*  
 R.K. Munyanga  
 Professional Land Surveyor

This diagram is annexed to No. d d	The original diagram is S.G. No. 41/52 annexed to 177 No.	S.R. No. 116/2020 Gen. Plan No. 026 Noting Plans (M/C) (CA) (V) In No. Vin 4
------------------------------------	---	--

**BACKGROUND REGARDING THE APPLICATION BY HALLIE TO PURCHASE A PORTION OF ERF 113, VINETA**

**M/C ADDENDUM NO:** 7.10  
(08 February 2024)

**RESUBMITTED: PURCHASE OF A PORTION OF ERF 113, VINETA FOR CONSOLIDATION WITH ERF 31, VINETA (V 31, V 113)**

**1. Introduction**

The purpose of this submission is for Council to consider a letter dated **04 October 2023 (Annexure "A")** received from Plan Africa Consulting Town & Regional Planners on behalf of their client, Hallie Investment Number Two Hundred and Thirteen CC in reply to Council's decision passed on **31 August 2023** under item 11.1.7 as follows:

- (a) *That the property not be sold until the expiry of the lease period.*
- (b) *That Council determines the future needs of the property before considering any option of selling the property.*

The applicant is hereinafter referred to as Hallie.

Hallie applied to purchase a portion of land measuring 173m<sup>2</sup> of Erf 113, Vineta (1 366m<sup>2</sup> and zoned "Local Business") for consolidation with Erf 31, Vineta which measures 798m<sup>2</sup> and is zoned "Single Residential". After consolidation their erf will measure 971m<sup>2</sup>.

The applicant was informed of the above decision and that the lease period in (a) lapses **31 May 2026** per letter dated **05 September 2023**.

**2. Background**

2.1 Hallie is the owner of Erf 31, Vineta. Erf 31 is zoned "Single Residential" and measures 798m<sup>2</sup> in extent.

On **05 March 2021** an application was received to rezone the erf to "General Residential" with a density of 1/250m<sup>2</sup>. Engineering & Planning Services replied per letter dated 09 March 2021 that the application can only be considered if the erf measured at least 900m<sup>2</sup>. From Council's records it appears that the rezoning application was aborted as building plans for the expansion of the residence are on file and an application for building line relaxation.

2.2 On **30 September 2021** under item 11.1.17 Council approved a four-metre right-of-way servitude to be registered over Erf 113, Vineta in favour of Erf 31, Vineta to secure access to the erf.

2.3 on **26 October 2023** under item 11.1.13 Council approved the subdivision of Erf 113, Vineta for the creation of a separate erf for the electrical substation located on the erf.

2.4 Attached as **Annexure "B"** is a lay-out indicating the:

- two subject erven,
- 4m wide right-of-way servitude granting access to Erf 31, and
- the subdivision for the establishment of a separate erf for the substation (approved by Council)

As can be seen from the attached map, the usable size of Erf 113 is being reduced and an inaccessible rectangle is created on the south-western boundary trapped between Erf 31 due to the subdivision of the erf for Erongo RED.

### 3. Letter dated 04 October 2023

The rather strange and confusing letter dated **04 October 2023** from Hallie is a combination of objections and accusations, e.g. that the decision is invalid, that Council is obstructing their view and that Council has not complied with the necessary town planning processes.

Hallie objects against Council's decision based on the following points:

#### 3.1 Reasons for the Decision by Council

Council does not provide any valid reason for not approving the sale of a portion of Erf 113, Vineta. They correctly state that the lessee of Erf 113, Vineta has no objection against the proposed sale.

#### 3.2 Application to Restore Sea View

Hallie intends to finalise his building plan to secure a sea view which is they claim "obstructed" by the layout of Erf 113, Vineta. The application to purchase the said portion of land is allegedly to restore their sea view.

#### 3.3 Council's non-compliance with Section 50 (3) (b) of the Local Authorities Act, Act 23 of 1992, as amended

They claim on page 3 of their letter that Council prejudiced the rights of Hallie as Council failed to meet the conditions of Section 50 (3) (b) of the Local Authorities Act, Act 23 of 1992, as amended when Erf 113, Vineta was closed as street and public open space.

The said section is quoted below:

*"A copy of the notice referred to in subsection (1) shall within 14 days after its publication be served on the owner and occupier or any immovable property situated directly opposite any such public place or street."*

### 4. Comments

The motivation for the application by Hallie is purely for profit. They want to acquire more than 20% of the size of their erf to create a "General Residential" erf. The applicant appears to be trying to bully Council into selling the land.

#### 4.1 Reasons for the Decision by Council

By claiming that Council has not provided "valid" reasons, they elevate themselves as if they are an authority above Council and that they can decide whether Council has made a correct decision.

What is a valid decision, It is one that is based on evidence presented and in line with relevant, applicable law or rules. Council has the necessary evidence and has considered the law and applied it.

Council is under not obligation to sell and has the prerogative to turn down applications to purchase land, notwithstanding the fact that the lessee of Erf 113, Vineta has no objection against the proposed sale.

Council has the right to not approve a sale and the portion of land is regarded as very valuable as business land. Council wants to consider the future of the entire erf upon lapsing of the current lease period on **31 May 2026**.

#### 4.2 Application to Restore Sea View

No resident or property owner is guaranteed a sea view. No proof is submitted that in fact the sea view is obstructed. The closure of the portion of land on which Wurstbude is located was necessitated in order to rectify Council's town map. Wurstbude was accordingly located on a portion of land indicated on the previous map as street and on a portion of Erf 86 which was indicated as public open space.

No structures were erected, and no alterations to buildings / structures were made which impede Hallie's sea view.

#### 4.3 Council's non-compliance with Section 50 (3) (b) of the Local Authorities Act, Act 23 of 1992, as amended

On **19 January 2024** Winplan confirmed as per Annexure "C" that the Townships Board would not have approved the closures if the correct statutory procedures were not followed.

Hallie cannot claim a portion of land as compensation, in effect, based on procedures which were according to them not correctly followed.

#### 5. Conclusion

The Remainder Erf 113, Vineta measures 1 366m<sup>2</sup> and is zoned "local business". The erf is burdened with a 4m wide right-of-way servitude and is in the process of being subdivided to create a separate erf for the substation located thereon.

Accordingly the space available for future development on the erf is substantially reduced, considering onsite parking requirements for erven zoned "Local Business".

If a portion of land measuring 173m<sup>2</sup> is sold to Hallie the usable size of Erf 113, Vineta will be further reduced and severely impact the economic value of the property and the viability of business.

In terms of clause 14 of the lease agreement (Annexure "D") the lessees have a right to negotiate the renewal of the lease period for a further period of 9 years 11 months six months prior to the lease period lapsing on 31 May 2026. It might be that the lessee will expand the business operations.

It is therefore:

**RECOMMENDED:**

- (a) That Council takes note that the Remainder Erf 113, Vineta measures 1 366m<sup>2</sup> and is zoned "*Local Business*"; and that the erf is burdened with a 4m wide right-of-way servitude in favour of Hallie Investment Number Two Hundred and Thirteen CC and is in the process of being subdivided to create a separate erf for the substation located thereon.
- (b) That space for future development on the erf and its' value is substantially reduced by the right-of-way servitude and subdivision for the electrical substation, considering onsite parking requirements for a zoning of "*Local Business*".
- (c) That Council remains with its' decision passed on 31 August 2023 under item 11.1.7.
- (d) That in terms of clause 14 of the lease agreement for Erf 113 the lessees (Mr M H Nel and Ms D S P da Silva) have a right to negotiate the renewal of the lease period for a further period of 9 years 11 months, six months prior to the lease period lapsing on 31 May 2026.

**"FOR CONSIDERATION"**

General Manager: Corporate Services & HC  
/sb

**CONDITIONS OF SALE PROPOSED FOR HALLIE TO MANAGEMENT COMMITTEE OF 10 AUGUST 2023 UNDER ITEM 8.2**

It is therefore:

**RECOMMENDED:**

- (a) That Council approves the sale of a portion of Erf 113, Vineta ±173m<sup>2</sup> in extent to Hallie Investment Number Two Hundred and Thirteen CC, the owner of Erf 31, Vineta.
- (b) That if Council approves the sale, the following conditions shall apply:
- (i) *A Surveyor-General approved diagram showing the exact size and location of the portion of Erf 113, Vineta to be consolidated with Erf 31, Vineta be submitted before final approval for the sale is provided.*
- (ii) *That the portion of land is sold "voetstoots" or "as is" and Council give 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. Council also does not warrant that the services installed at the property are suitable for the use intended by the purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewerage and water connections are suitable for the intended use of the property.*

- (iii) *That Council approves the purchase price for a portion of Erf 113, Vineta assuming a zoning of "single residential" in the amount of N\$ 1 170.00/m<sup>2</sup>; i.e N\$ 202 410.00:*
1. *That the purchaser secures the purchase price either in cash or back guarantee in favour of the Swakopmund Municipality within 120 days from the date of last party signing the deed of sale. Failure to secure the purchase price will result in cancellation.*
  2. *Should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120<sup>th</sup> day, else interest will be levied as from date of sale (last party signing the deed of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
  3. *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
  4. *That the purchaser takes note that in terms of Council's Property Policy if the transaction is not concluded within a year the purchase price escalates annually by 5% from date of approval until date of transfer and if a period of 5 years lapses new valuations are obtained.*

valuations are obtained.

- (iv) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), the Urban and Regional Planning Act 5 of 2018 and Council's Property Policy be dealt with successfully.
  - (v) That the portion of land be subdivided from Erf 113, Vineta and be consolidated with Erf 31, Vineta, and rezoned to "Single Residential".
  - (vi) That the purchaser be responsible for the relocation and cost thereof of any services should such be required, to the satisfaction of the Engineering & Planning Services Department.
  - (vii) That the applicant accepts that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the proposed alienation for objections, the appointment of a town planner to attend to the subdivision and consolidation, EIA (if required), the appointment of the land surveyor and the payment of the transfer costs.
- (c) That the following standard conditions be applicable:
- (i) A deposit of N\$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.
  - (ii) The purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.
  - (iii) Should the transaction proceed, and a balance remains after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.
- (d) That the applicant takes note that no rights will accrue to the applicant unless all the above-mentioned conditions ((a) to (c)) are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

**"FOR CONSIDERATION"**

General Manager: Corporate Services & HC (sb)

11.1.2 **AFTER-HOURS FLIGHT FEE STRUCTURE REVIEW**  
(C/M 2026/03/26 - 19/1/1/1)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **7.2** page **29** refers.

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

**1. Background**

On **14 October 2025**, at the Management Committee (MC) meeting, it was discussed and requested that the Council's decision regarding the approved fee structure for after-hours flight operations at the airport be reviewed. The purpose of the review is to assess the feasibility of implementing a monthly fixed rate in place of the currently approved hourly rate of N\$ 2,000.00 per operator.

At present, operators requesting after-hour operations are required to complete an *After-Hour Operation Form* at the Apron Office. Approval is granted by the Aerodrome Superintendent prior to the operation. The airport's standard operating hours are from 07h00 to 19h00 daily. After-hour operations typically occur during the following times:

- *Morning: 06h00 - 07h00 (early departures) - summer season only*
- *Evening: 19h00 - 20h00 (late arrivals) - summer season only*

**2. Review Findings**

**2.1 Feasibility of a Monthly Fixed Rate**

After reviewing operational data and associated cost implications, it is determined that implementing a monthly fixed rate structure is not feasible for after-hour flight operations.

**Key reasons include:**

- *The airport serves a broad aviation community, not limited to Swakopmund-based operators.*
- *Frequency and duration of after-hour use vary considerably between operators (private, charter, skydiving, etc.), making a uniform monthly rate unfair.*
- *A fixed monthly rate could lead to uneven cost recovery, where low-usage operators subsidize frequent users.*

Accordingly, a flexible hourly rate remains the most appropriate and fair model.

**2.2 Cost Considerations**

Current staff overtime costs are as follows:

<b>Category</b>	<b>Overtime Rate (per person/hour)</b>
Normal Overtime	N\$ 180
Sundays & Public Holidays	N\$ 250

Each after-hour shift requires two staff members, resulting in a minimum overtime cost per hour of:

<b>Day Type</b>	<b>Total Cost per Hour (2 staff)</b>
Normal Days	N\$ 360
Sundays & Public Holidays	N\$ 500

These figures form the basis for determining a fair and cost-recoverable fee structure.

### 2.3 Proposed Fee Structure

To ensure equitable cost distribution and alignment with actual operational impact, the following hourly rate structure is proposed:

<b>Type of Operation</b>	<b>Proposed Rate (N\$ / hour)</b>
General Aviation (Private Operators)	N\$ 500
Charter / Commercial Flights	N\$ 800
Skydiving Operations	N\$ 800

This structure better reflects varying levels of operational demand and resource utilization, while ensuring the airport recovers the associated overtime and operational costs.

### 3. Conclusion and Recommendation

Based on the review and analysis, it is recommended that the hourly rate structure be retained and adjusted as proposed, rather than implementing a monthly flat fee.

The hourly model:

- Reflects actual operational demand and staff overtime requirements.
- Promotes fairness across different operator categories.
- Maintains flexibility to accommodate varying levels of after-hour activity.

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

##### RECOMMENDED:

That the council decision taken on 2024/08/08, under item 11.1.13 be repealed and replaced with:

(i) **That the revised hourly rate structure for after-hour flight operations be approved as follows:**

- **General Aviation (Private Operators): N\$ 500 per hour**
  - **Charter / Commercial Flights: N\$ 800 per hour**
  - **Skydiving Operations: N\$ 800 per hour**
  - **That applicants complete an after-hour flight operation form at the apron office on or before 16h00 daily to secure approval prior to commencement of the flight.**
-

11.1.3

**SWAKOP KARTERS: AMENDMENT OF LEASE AREA FOR GO-KART FACILITY**

(C/M 2026/03/26 - 13/3/1/5)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **7.3** page **31** refers.

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

The purpose of this submission is to seek Council's approval for the relocation of the Swakop Go-Kart Facility from the Salt Company Mining Lease Area situated east of the MR44 road to the new site located outside the mining boundary as per attached diagram **Annexure "A"**.

**2. Introduction**

A letter dated **03 September 2025**, attached as **Annexure "B"**, was received from Swakop Karters (hereafter referred to as SK), informing Council that the allocated portion of land is positioned within the Salt Company's Mining Licence. As a result, Swakop Karters is unable to commence with the development of its facility. The General Manager: Engineering & Planning Services has consequently proposed a lease area located over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 attached as **Annexure "C"**. The size is also amended to 90 000m<sup>2</sup> (9Ha) not 94 982m<sup>2</sup> (9.4982 Ha) as initial approved by Council.

**3. Background**

SK initial applied to construct a kart racing track facility in Swakopmund in accordance with international safety and racing standards, with the aim of hosting national and international events, as well as home-based karting motorsport activities. The club further aims to increase its membership and provide opportunities for young children from the age of five (5) to six (6) years.

In the structure plan, Council reserved an area located east of the road to Henties Bay for active recreation and motor sport activities marked area "O". Based on the structure plan, Council approved the leasing of a portion measuring 94 982 m<sup>2</sup> and situated east of the MR44 road, to SK for a period of nine (9) years and eleven (11) months. The Council resolution containing all lease conditions is attached as **Annexure "D"**. The original lease area was approved by the Minister of Urban and Rural Development as per letter dated 05 September 2023. The lease agreement was signed on **25 July 2025**, which also constitutes the commencement date of the lease agreement.

According to SK, the allocated lease site is positioned within the Salt Company's Mining area. The Salt Company acquired the Mining Licence ML66J, for the surface occupation mining rights and prospecting since 1973 on Council's Townlands. The licence was renewed on 1 April 2019 in terms of the Minerals (Prospecting and Mining) Act, 1992 (Act 33 of 1992). The mining rights area is located east of the old Henties Bay Road and measures approximately 756 hectares

A map indicating the boundary of the surface occupation mining rights of Salt Company and the proposed site for SK is attached as **Annexure "E"**.

This submission is therefore tabled to Council seeking approval for the relocation of SK to the proposed lease site. According to the GM: Engineering Services, SK has confirmed their acceptance of the proposed site and is currently undertaking the environmental study prior to commencing development and business operations once the new site is allocated. The conditions and requirements applicable to the proposed site will remain unchanged.

**4. Discussion:**

A portion situated over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41, located east of the MR44 Road and within the Salt Mining Area previously allocated to SK for the development of go-kart facilities, cannot be leased, as it falls within the area currently leased to the Salt Company. A portion measuring 9 ha, located over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41, has been identified by the General Manager: Engineering and Planning Services as suitable for leasing for the development of Swakop Karters facilities, to replace the original site.

It is therefore proposed that Council approve the relocation of SK to the lease area over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41, as shown in Annexure "A," for the development of a kart racing track facility. The lease period shall be for a term of nine (9) years and eleven (11) months, commencing from the date of ministerial approval, as the existing ministerial approval will need to be amended.

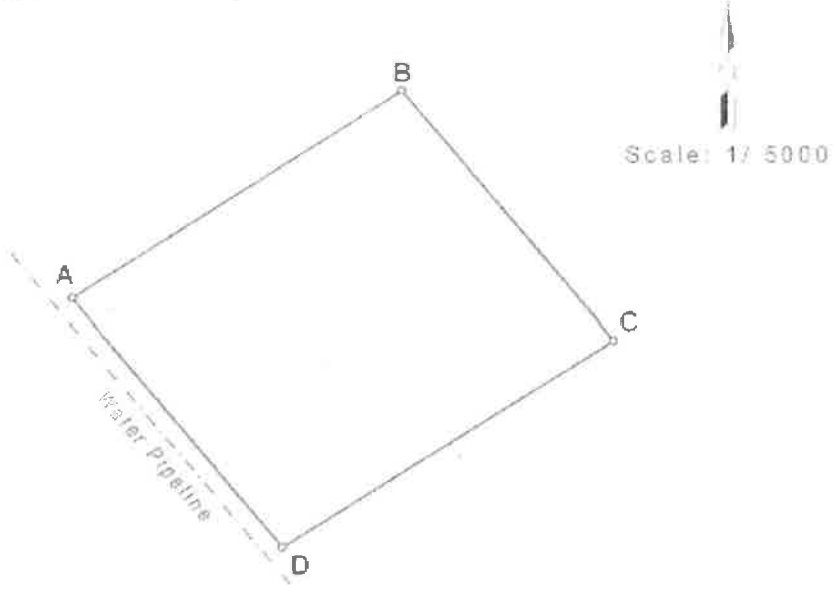

All costs associated with the lease shall be for the account of SK. An addendum to the existing lease agreement shall be prepared to give effect to these changes.

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

**RECOMMENDED:**

- (a) That Council accepts and approves the amendment of the lease area for Swakop Karters, relocating it from a portion of land within the Salt Mining boundary to the lease area over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41, outside the Mining boundary area as per diagram Annexure "A", on file.**
  - (b) That the size of the new lease area be amended from 9.4982 ha to 9 ha, and that the subsequent annual rental amount be adjusted accordingly.**
  - (c) That all other conditions of the existing resolutions remain unchanged.**
  - (d) That permission be obtained from the Minister of Urban and Rural Development, as required in terms of Section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended, to enable Council to proceed with the Lease Area over Portion 48 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 to Swakop Karters.**
-

LEASE AREA DIAGRAM

APPROVED		No. A				
for SURVEYOR-GENERAL						
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System LO 22/15 X		Designation		
A B	320.00	234.04.50	A	+46 344.63	+67 060.48	JGA1
B C	281.24	324.04.50	B	+46 085.48	+66 872.75	JGA2
C D	320.00	54.04.50	C	+45 820.48	+67 100.52	JGA3
D A	281.24	144.04.50	D	+46 179.63	+67 286.25	JGA4
				+48 805.71	+75 238.63	Swakopmund
				+33 670.80	+63 535.08	Kuppe-Km19
<u>BEACON DESCRIPTIONS</u>						
A - D ..... 16mm Iron pegs						
						
<p>The figure A B C D represents 9.0000 Hectares of land being <b>Lease Area over Portion 48(a Portion of Portion B) of the Farm Swakopmund Town and Townlands No.41</b></p>						
Situat in the Municipal Area of Swakopmund						
Registration Division G, Erongo Region						
Republic of Namibia						
Surveyed in November 2025 by me				 Nathanael Hangula Professional Land Surveyor		
This Diagram is annexed to No. _____ dated _____		The original diagram is S.G No A _____		S R No.E _____		
Registrar of Deeds		Transfer No. _____		Noting Plan _____		
				File: _____		

Swakop Go Kart Relocation





3 September 2025

Mr. Alfeus Benjamin  
CEO  
Swakopmund Municipality

**Subject: Municipal Erf allocated to Swakop Karters in conflict with Salt Company**

Dear Mr Benjamin,

I hope this letter finds you well. Swakop Karters signed a lease contract in July for 9 hectare of municipal land to be used as club premises to build a international go-kart track. Since August 2025, we have started setting out all necessary points for the track and the pits. We have hired a professional land servitor for this. We have had machinery on site to rip the ground for the necessary civil works. We are in the process of starting with the civil works and continuing to erect the track.

Mr Detlef Klein, from Salt Company, phoned me yesterday and said we must please move off his land, the land belongs to them. According to him, the land belongs to him and the lease agreement we have with the Municipality of Swakopmund is not valid.

Can you please solve the matter asap, as we are busy investing a couple of million dollars into the lease agreement. Your assistance will be greatly appreciated. We as a club are highly motivated to finish our track still in 2025.

Sincerely,

Jörg Goldbeck  
Swakop Karters Chairman

**ANNEXURE "C"**

*SP - Please attend to this file*

*MANAGER - PROPERTY & PLANNING  
KNABLY ATTEND TO THE COMMUNIQUE  
FROM E&PS FILE SUBMITTED TO  
MC FILE JANUARY 2026.  
MPC 26/1/2025*



**SWAKOPMUND**  
MUNICIPALITY

+264 64 410 4400 | [info@swakmun.com.na](mailto:info@swakmun.com.na) | P.O. Box 53, Swakopmund, Namibia

**Internal Memorandum**

**TO :** General Manager: Corporate Services and Human Capital  
**FROM :** General Manager: Engineering & Planning Services  
**DATE :** 14 November 2025  
**REF :** 13/3/1/5)  
**SUBJECT: AMENDED TO SWAKOP KARTERS LEASE AREA**

Please be informed of the proposed new relocation lease area for the Swakop Go-Kart facility. The initial lease area was inadvertently positioned within a portion of the Salt Company's Mining Licence. As a result, the area must be relocated to ensure compliance with land use and licensing requirements.

A new survey diagram indicating the proposed relocation has been completed and is hereby attached for your review. Kindly note that the size of the lease area remains unchanged at 9 hectares, consistent with the originally approved allocation.

Attached herewith are the locality maps for your reference.

Swakopmund Municipality  
Regards,  
*[Signature]*  
2025-11-20  
C. McClune  
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

## Council Resolutions regarding the lease of the initial lease area

On **29 May 2023**, Council under item **11.1.9** approved the application Swakop Karters and passed the following resolution:

- (a) **That the application of Swakop Karters to lease a portion of land located east of the road leading to Henties Bay for recreation and motor sport activities be approved in principle on the conditions listed below.**
- (b) **That the portion of land as per the diagram "Annexure B" (on file) measuring 9 hectares in extent be leased to the Swakop Karters for the establishment of a kart racetrack facility to conduct the following activities:**
- (i) *Host several national / club status kart races annually.*
  - (ii) *Weekly practice sessions*
  - (iii) *Host several driver Academy programs annually with drivers/coaches from South Africa*
  - (iv) *Run a rental kart business to maintain/cover operation costs.*
  - (v) *Host the ROTAX African Open annually.*
  - (vi) *Posable ROTAX World Final host*
  - (vii) *Posable host for Mountain bike activities*
  - (viii) *Posable host for Motocross bike activities*
  - (ix) *Posable host for a Motor Show*
  - (x) *Sporting / business activities using the new track.*
- (c) **That the lease shall be for a period of 9 years 11 months with an option to renew and which period is terminable by either party by giving / receiving 6 months' written notice.**
- (d) **That the annual rental be N\$ 0.115/m<sup>2</sup> + 15% VAT multiplied with the size of the lease portion of land, with an annual escalation of 7% the first being July 2023.**
- (e) **That the lessee obtains a Surveyor General approval diagram of the site.**
- (f) **That the General Manager: Engineering and Planning Services determines the value of a refundable deposit payable by the lessee on the commencement of the lease according to an estimate of rehabilitation costs in the event the lessee fails to rehabilitate the area on the termination of the lease.**
- (g) **That the proposed lease be published as required in terms of section 63 of the Local Authorities Act 23 of 1992, whereafter Ministerial approval be obtained in terms of section 30 (1) (t).**
- (h) **That the following additional conditions be applicable:**
- (i) *That the necessary staff and public ablutions facilities be erected and maintained.*
  - (ii) *That the area be kept clean at all times.*
  - (iii) *That the access to the event area be controlled to prevent uninformed people from venturing onto the track.*
  - (iv) *That safety barriers to protect spectators and event be erected and maintained.*
  - (v) *That emergency services be provided.*
  - (vi) *That if night-time events are considered, suitable and effective lighting be provided for both the track and spectators.*

- (vii) That the condition of the track and facilities be inspected by Marshalls, Health and Engineering Services to confirm suitability, functionality and safety, which inspections should be conducted randomly.**
- (viii) That repairs / alterations be implemented on the instructions of the Municipality at the cost of the Lessee, with no event allowed until compliance is demonstrated.**
- (i) That Engineering & Planning Services Department designs a layout plan of the reserved sites consisting of subdivided portions of land for allocation to various motor sport activities and for the future relocation of R&R Karting Namibia CC.**
- (j) That prior to occupying the portion of land, the Swakop Karters complies with the requirements of the Environmental Management Act, 2007.**
- (k) That the following standard lease conditions be applied:**
- (i) That the lease be terminable by either party giving or receiving six (6) months written notice.**
  - (ii) That a deposit equal to 1 years' lease which was previously paid be adjusted in order to equal the current annual rental amount.**
  - (iii) That Council reserves the right to cancel the lease if valid objections from the public are received.**
  - (iv) That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.**
  - (v) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.**
  - (vi) That no subletting be allowed.**
  - (iv) That the lessee does not operate later than 22:00.**
- (l) That the applicant be allowed to erect removable structures on the leased property with the prior written approval of the General Manager: Engineering & Planning Services.**
- (m) That all structures be removed, and the land be rehabilitated to an acceptable condition to the satisfaction of land on the termination of the lease.**

The Management Committee on **10 November 2022** under item 8.15 passed the following resolution:

- (a) That the application of Swakop Karters to lease a portion of land to establish a go-kart track racing at a site to be determined be supported.**
- (b) That Swakop Karters be requested to submit the following documents whereafter the application be resubmitted to the Management Committee for consideration:**
- Size of land**
  - The constitution of being a registered club**
  - Documentation showing affiliation to SFC Swakopmund Sport Club**
  - Confirmation from Namibia Motor Sport Federation that the club is affiliated**
  - Exact list of activities to be conducted**
- (c) That the item be resubmitted once all information is received.**



1 December 2022

To whom it may concern,

APPLICATION FOR LAND TO BUILD NEW INTERNATIONAL KART RACE TRACK

**1. Size of land:**

Please find attached recommendation letter.

**2. The constitution of being a registered club:**

Please find attached to the mail our constitution of Swakop Karters.

**3. Documentation showing affiliation to SFC Swakopmund Club:**

Swakop Karters are since beginning 2022 a independant registered Sports Club, and no longer a sub-section of the SFC Swakopmund Club. We split ways in good standing.

**4. Confirmation from Namibia Motor Sport Federation that the club is affiliated:**

Please find attached certificate of affiliation.



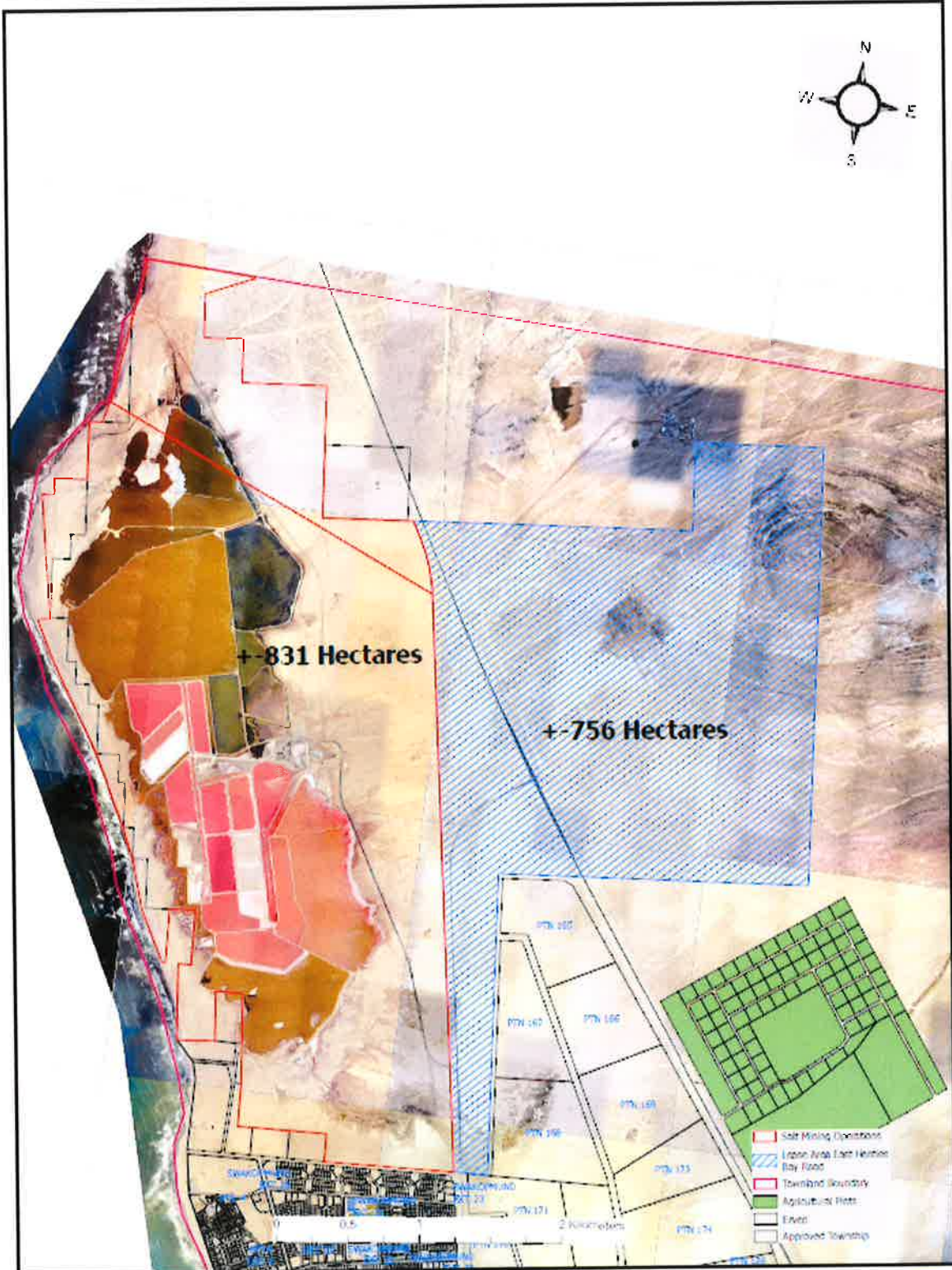
5. *Exact list of activities to be conducted:*

- a. Host several national club status kart races annually.
- b. Weekly practice session.
- c. Host several driver Academy programs annually with drivers/coaches from South Africa.
- d. Run a rental kart business to maintain/cover operation costs.
- e. Host the ROTAX African Open annually. (These are in verbal agreements and need to be finalised if track is build)
- f. Possible ROTAX World Final host.
- g. Possible host for Mountain bike activities. (Start and finish from our track, maybe building a single track at the premises.)
- h. Possible host for Motocross bike activities. Build a new MX track at the premises.
- i. Possible host for a Motor Show. We have been in talks with Standard Bank, as they have a annual Motor Show in Windhoek.
- j. Generally, there will be great opportunities to use the new track for sporting/business activities.

Kind regards

A handwritten signature in dark ink, appearing to be 'R. J. ...', is written over a light grey circular stamp.

### SALT COMPANY MINING (ML66)



Department of Environmental and Planning Services  
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200



11.1.4

**APPLICATION TO PURCHASE A PORTION OF THE STREET ADJACENT TO ERF 4063 AND SUBSEQUENT CONSOLIDATION WITH ERF 4063, EXTENSION 11, SWAKOPMUND**

(C/M 2026/03/26 - E 4063)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **7.4** page **42** refers.

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

1. **Introduction**

The attached application (**Annexure "A"**), dated **06 November 2025**, was received from Mr Phillip Christiaan Mr Thys and Mrs Ericka Bertha Mr Thys (hereinafter referred to as "Mr Thys"), to purchase a portion of Dr Schwietering Street adjacent to Erf 4063, Swakopmund. Mr Thys is the owner of Erf 4063, Swakopmund.

Mr Thys intends to consolidate the portion with Erf 4063, Swakopmund, in order to extend their residential dwelling. The portion of land measures approximately 140m<sup>2</sup> and is indicated on the attached map marked as **Annexure "B"**.

The application was acknowledged, and the applicants were informed that it will be submitted to Council for consideration, whereafter they will be informed of Council's decision.

2. **Background**

Mr Thys purchased Erf 4063, Extension 11, Swakopmund, measuring 841 m<sup>2</sup>, from the Swakopmund Municipality as a staff erf, since he was an employee of Council at the time. The property was registered in the names of Mr and Mrs Thys on **12 September 2005**.

At the time of purchasing Erf 4063, Swakopmund, Mr Thys submitted an application dated **02 July 2004** (attached as **Annexure "C"**) to acquire the portion of land situated adjacent to the said erf. The application was approved by Council on **28 August 2004** under Item 11.1.12, and the following was resolved:

*"(a) That Council approves the alienation of a ±254m<sup>2</sup> piece of land (street portion) adjacent to Erf 4063, Extension 11, Hage Heights to Mr P C Mr Thys by way of private transaction, at the price as indicated in (i) below:*

*(i) Alienate the land in terms of Council's Property Policy, viz. The average price of the land of immediate surrounding erven obtained at the auction, which is N\$167.70/m<sup>2</sup>.*

*(b) That the applicant be responsible for all statutory disciplines which includes:*

*(i) the advertisement of alienation of the street portion in terms of section 63 (2) of the Local Authorities Act, (Act 23 of 1992), as amended.*

(ii) *the subdivision of the street portion and consolidation with Erf 4063."*

The above decision was conveyed to Mr Thys as per letter dated **05 September 2004**, together with a request that they pay the advertisement fee in the amount of N\$ 1 500.00 to enable the Council to proceed with the sale. No response was received from him and as a result, the sale of the portion of the street was not finalized.

### 3. Current Situation

Mr Thys has now applied again to purchase a reduced portion of land measuring 140 m<sup>2</sup>, instead of the 254 m<sup>2</sup> as previously approved by Council in 2004.

The sale of this portion to the applicants will not interfere with the movement of traffic, nor will it affect access to the adjacent erven. Accordingly, the sale can be supported, as the portion is not currently being optimally utilised and does not contribute value to the existing use.

### 4. Comments with regards to the Application

#### 4.1 Comment from Engineering & Planning Services

Engineering Services Department was requested to comment on whether the proposed portion can be sold to the applicant considering the traffic circle at the intersection of Dr Schwietering Street and Tsvorite Street and well as possible municipality service across the portion of land in question.

The Engineering and Planning Services Department confirmed as per memo dated **28 November 2025** attached as **ANNEXURE "D"** (summarized below):

The Engineering Department confirms that the sale and consolidation of the 140m<sup>2</sup> of the road reserve portion will not compromise road safety and will not impede or future traffic operation. The land in question has no strategic road reserve value for future municipal infrastructure therefore it is proposed that the application for the sale of the road reserve portion to the applicant be supported.

Town Planning confirm they have no objection against the proposed sale of the street portion, however the sale must be subject to the following statutory processes as prescribed in terms of Urban and Regional Planning Act, 2018 ( Act 5 of 2018):

- *Subdivision of Dr Schwietering Street into Portion A and remainder*
- *Alteration of the townships boundary as the street portion is situated in extension 9 and Erf 4063, Swakopmund is situated in Extension 11. Alternatively, the two portions of land can be notarial linked.*
- *Permanent closure of Portion A as "street" in terms of Section 50 (1) of the Local Authorities Act, Act 23 of 1992, as amended.*
- *An Environmental Impact Assessment must be conducted for the closure of the public open space / street in terms of the Environmental Management Act, Act 7 of 2007.*
- *Public consultation in terms of Section 105 (1) (e) read in conjunction with Section 107 of the Urban and Regional Planning Act, (Act 5 of 2018), and in terms of the Environmental Management Act, Act 7 of 2007.*

- Consolidation of Portion A with Erf 4063, Swakopmund, Extension 11 into Erf "X" and assuming the single residential zone of Erf 4063, Swakopmund.
- The purchaser will require a Power of Attorney to act on behalf of the Swakopmund Municipal Council to lodge all necessary planning procedures.
- The applicant will require a closure certificate, once the closure process is finalized, and
- All costs for planning procedures will be for the applicant's account.

The purchaser will bear the costs of all statutory process such as, the closure of the street, subdivision consolidation thereof and shifting any services if required.

#### 4.2 Comment from Erongo Red & Telecom

Mr Thys submitted letters from Erongo RED and Telecom Namibia regarding their infrastructure.

Erongo RED confirmed that there is no electrical infrastructure running inside the boundary of Erf 4063 and on the Tsavorite Street hence no cost involved during the further development of this erf.

Telecom Namibia confirmed that their infrastructure does not extend into the triangular portion. Their servitude is set at 0.75 meters from the boundary of subject portion of land. Their cables and pipes will not be affected by the proposed development and no relocation of any cables or pipes will be required by the transaction. Should removal be required, approval to relocate the services must be obtained from Telecom Namibia.

### 5. **Proposal**

It is proposed that the street portion be sold to Mr Thys to be consolidated with Erf 4063, Swakopmund at their costs or alternatively notarial linked as the subject portions are located in different township. The sale should be subject to the Council's standard conditions provided by the Property Policy for private treaty transactions. Should Council approve the sale of the street portion, the purchase price of the portion be determined based on the valuation obtained from Council's Valuer.

The sale will not have a negative effect on the surrounding area therefore it is proposed that sale of a portion approximately 140m<sup>2</sup> be supported.

Should the street portion consolidated or notarial linked with Erf 4063, the value of the consolidate erf will increase and yield an income from rates & taxes from the erf owner.

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

**RECOMMENDED:**

- (a) That Council approves the sale of a portion of Dr Schwietering Street, Extension 11 Swakopmund adjacent to Erf 4063, Swakopmund, Extension 9 Swakopmund measuring  $\pm 140\text{m}^2$  as per (Annexure "B", on file) to Mr Phillip Christiaan Mr Philip and Mrs Ericka Bertha Thys (the owner of Erf 4063, Swakopmund).
  - (b) That a valuation be obtained from Council's valuer to determine the purchase price.
  - (c) That upon approval of the purchase price, the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, (Act 23 of 1992), as amended, Urban and Regional Planning Act, (Act 5 of 2018) and the Environmental Management Act, (Act 7 of 2007) respectively be dealt with successfully.
  - (d) That the purchaser appoints a town planner at their cost to attend to the following statutory processes:
    - (i) *Subdivision of Dr Schwietering Street into Portion A and Remainder.*
    - (ii) *Alteration of township's boundaries,*
    - (iii) *Incorporation of the street portion into Swakopmund Extension 11,*
    - (iv) *Permanent closure of Portion of Dr Schwietering Street as "stret" in terms of Section 50(1) of the Local Authorities Act, (Act 23 of 1992) as amended;*
    - (v) *That an Environmental Impact Assessment be conducted for the closure of the Public Open Space in terms of the Environmental Management Act, (Act 7 of 2007);*
    - (vi) *Public consultation in terms of Section 105 (1) (e) reads in conjunct with Section 107 of the Urban and Regional Planning Act, Act 5 of 2018, and in terms of the Environmental Management Act, (Act 7 of 2007);*
    - (vii) *Consolidation of Portion A with Erf 4063, Swakopmund, Extension 11 into Erf "X" and assuming the single residential zone of Erf 4063, Swakopmund;*
    - (viii) *That the purchaser be granted Power of Attorneys to act on behalf of the Swakopmund Municipal Council to lodge all necessary planning procedures;*
    - (ix) *That the applicant be issue with a closure certificate, once the closure process is finalized, and*
    - (x) *That all costs for planning and cadastral procedure be for the applicant's account.*
-

## ANNEXURE "A"

P.O. BOX 4407  
VINETA  
SWAKOPMUND  
NAMIBIA  
06 NOVEMBER 2025

THE CHIEF EXECUTIVE OFFICER  
SWAKOPMUND MUNICIPALITY  
P. O. BOX 53  
SWAKOPMUND  
NAMIBIA

Dear Sir

**RE INTENSION TO BUY LAND ADJACENT TO ERF 4063**

We the owners, PHILLIP CHRISTIAAN THYS and ERICKA BERTHA THYS of Erf 4063 Extension eleven, are interested to buy the property adjacent to Erf 4063, and to consolidate it with Erf 4063. The property at stake will extend the existing Erf 4063 with 140m<sup>2</sup>, as illustrated on attached sketch, position as a, b, c.

Please receive the attached letters from ERONGO RED and TELECOM, illustrating that no services will be affected.

Municipal water and sewerage services will not be affected, as it will remain as per existing services.

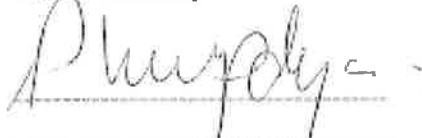
Contact details, [pithys1234@gmail.com](mailto:pithys1234@gmail.com)

081 169 1896

[thvsbertha@gmail.com](mailto:thvsbertha@gmail.com)

081 604 4128

Yours faithfully



PHILLIP CHRISTIAAN THYS  
OWNER

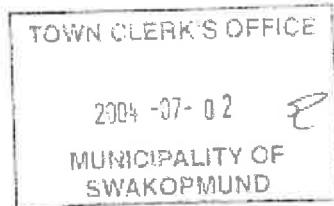


ERICKA BERTHA THYS  
OWNER



ER- DIAGRAM  
Er 4083 Ocean View Ext. 11

117

ANNEXURE A.

P.O. BOX 3701  
VINETA  
SWAKOPMUND  
NAMIBIA

THE TOWN CLERK  
SWAKOPMUND MUNICIPALITY  
P.O. BOX 53  
SWAKOPMUND  
NAMIBIA

APPLICATION FOR PURCHASING OF ADDITIONAL UNUSED PIECE OF LAND  
ADJACENT TO ERF 4063

I HEREBY WISH TO APPLY TO PURCHASE THE ADDITIONAL UNUSED PIECE OF  
LAND ADJACENT TO ERF 4063.

I WOULD LIKE YOU TO CONSIDER THE STAFF BENEFIT SUBSIDY PRICE WITH THE  
PURCHASING OF THE ADDITIONAL PIECE OF LAND.

ANY COST FOR THE REMOVAL AND REPLACEMENT OF THE ELECTRICAL CABLE  
WILL BE FOR MY ACCOUNT.

PLEASE FIND ATTACHED DRAWING WHICH WILL ILLUSTRATE THE LAYOUT OF THE  
ADDITIONAL PIECE OF LAND ADJACENT TO ERF 4063.

YOURS FAITHFULLY

P.C. THYS

A handwritten signature in cursive script, appearing to read "P.C. Thys".

Ref No: Erf 4063, Swakopmund

Enquiries: Ms S Bruwer

(064) 4104257  
 (064) 4104208  
 63 Swakopmund  
 NAMIBIA  
 www.swkmun.com.na  
 townsecretary@swkmun.com.na

06 September 2004

Mr P C Thys  
 P O Box 3701  
 SWAKOPMUND

Dear Sir

**APPLICATION TO PURCHASE LAND (STREET PORTION) ADJACENT TO  
 ERF 4063, (EXTENSION 11), HAGE HEIGHTS, SWAKOPMUND**

With reference to your application to purchase the above-mentioned piece of land, Council resolved the following on **24 August 2004**:

- “(a) That Council approves the alienation of a  $\pm 254\text{m}^2$  piece of land (street portion) adjacent to Erf 4063, Extension 11, Hage Heights to Mr P C Thys by way of private transaction, at the price as indicated in (i) below:
- (i) Alienate the land in terms of Council's Property Policy, viz. The average price of the land of immediate surrounding erven obtained at the auction, which is N\$167.70/m<sup>2</sup>.
- (b) That the applicant be responsible for all statutory disciplines which includes:
- (i) the advertisement of alienation of the street portion in terms of section 63 (2) of the Local Authorities Act, (Act 23 of 1992), as amended.
- (ii) the subdivision of the street portion and consolidation with Erf 4063.”

In terms of point (b) (i), above you are kindly requested to provide **N\$1 500,00** in order to advertise Council's intention to alienate the piece of land in accordance with the Local Authorities Act, 1992 (as amended)

Should you have any further enquiries, please do not hesitate to contact Ms S Bruwer at ☎ 4104257.

Yours faithfully



**A Plaatjie**  
**ACTING TOWN SECRETARY**

/sb

MANAGE PROPERTY & HUMAN  
KINDLY ATTEND TO THE FEEDBACK  
Bela FROM EPS. Mphahlele 2025

SB, Please attend  
to the feedback  
03.12.25



+264 64 410 4400 | cmcdune@swkmun.com.na | P O Box 53, Swakopmund, Namibia

### Internal Memorandum

TO : General Manager Corporate Service & Human Capital  
 FROM : General Manager: Engineering & Planning Services  
 DATE : 28 November 2025  
 REF : E4063  
 SUBJECT : APPLICATION TO PURCHASE A PORTION OF THE STREET ADJACENT TO ERF 4063, SWAKOPMUND AND SUBSEQUENT CONSOLIDATION WITH ERF 4063, SWAKOPMUND

#### 1. Purpose

The purpose of this Memorandum is to provide a traffic engineering assessment and recommendation regarding the application received to purchase a ±140 m<sup>2</sup> portion of road reserve located at the intersection of Dr Schwietering Street and Tsavorite Street, to be consolidated with Erf 4063.

#### 2. Site Context

- The subject portion is situated adjacent to the traffic circle at the intersection of **Dr Schwietering Street** (main collector road) and **Tsavorite Street** (residential road).
- The area under consideration is positioned on the outer edge of the circle and currently forms part of the unused verge area within the road reserve.

#### 3. Traffic Engineering Assessment

##### 3.1 Sight Distance and Road Safety

- The proposed portion of land will create a splay at the intersection, thereby ensuring that no sight distances are negatively impacted.
- The geometry around the traffic circle will remain compliant with standard visibility requirements for both the collector and residential approaches.

##### 3.2 Road Reserve Functionality

- The section of land holds no future road expansion value.
- Dr Schwietering Street has adequate existing reserve width for its current and future function as a main collector street.
- Tsavorite Street, being a residential street, has no projected upgrades or widening that would require this portion.



**3.3 Traffic Operations**

- Consolidation of this area with Erf 4063 will not affect the operation of the traffic circle, pedestrian movements, or vehicle turning movements.
- There is no anticipated negative impact on traffic flow, circulation, or public access.

**4. Conclusion and Recommendation**

Based on the above assessment, the Traffic Engineering Section confirms that:

- The sale and consolidation of the ±140 m<sup>2</sup> road reserve portion with Erf 4063 will not compromise road safety,
- Will not impede existing or future traffic operations,
- And the land in question has no strategic road reserve value for future municipal infrastructure.

It is therefore recommended that the application to purchase the portion of the road reserve be supported.

Reynolds Municipality  
  
C McClune  
GENERAL MANAGER  
Engineering & Planning Services

ENGINEERING AND PLANNING SERVICES



+264 64 410 4400 | cmc@swkmun.com.na | P.O. Box 53, Swakopmund, Namibia

### Internal Memorandum

TO : General Manager Corporate Services and Human Capital  
 FROM : The General Manager: engineering & Planning Department  
 DATE : 27 November 2025  
 REF : E 4063  
 SUBJECT : **PURCHASE OF A STREET PORTION ADJACENT TO ERF 4063, SWAKOPMUND FOR CONSOLIDATION WITH ERF 4063, SWAKOPMUND EXTENSION 11**

Your memorandum dated 11<sup>th</sup> November 2025, refers.

Kindly note that the two subject properties are located in two different townships. Erf 4063, Swakopmund is in Swakopmund Extension 11, whilst, the street portion referred to is in Swakopmund Extension 9. Therefore, for the applicant to acquire the street portion, one of the following two options must be undertaken

First and most preferred option would be the subdivision of the street into a portion and remainder, alteration of the two townships boundaries, incorporation of the street portion into Swakopmund Extension 11 and consolidation of the street portion with Erf 4063, Swakopmund Extension 11 in accordance with the provisions of the Urban and Regional Planning Act, 2018 (Act 5 of 2018)

The sale is, however, subjected to the following statutory processes:

- a) Subdivision of Dr Schweitering Street into Portion A and remainder.
- b) Alteration of the townships' boundaries.
- c) Incorporation of the street portion into Swakopmund Extension 11.
- d) Permanent closure of Portion A of Dr Schweitering Street as "street" in terms of Section 50 (1) of the local authorities Act, as amended.
- e) That an Environmental Impact Assessment be conducted for the closure of the public open space in terms of the Environmental Management Act, Act 7 of 2007.
- f) Public consultation in terms of Section 105 (1) (e) reads in conjunction with Section 107 of the Urban and Regional Planning Act, (Act 5 of 2018), and in terms of the Environmental Management Act, Act 7 of 2007.

VB

- g) Consolidation of Portion A with Erf 4063, Swakopmund Extension 11 into Erf "X" and assuming the single residential zone of Erf 4063, Swakopmund,
- h) That the purchaser be granted Power of Attorneys to act on behalf of the Swakopmund Municipal Council to lodge all necessary planning procedures,
- i) That the applicant be issued with the closure certificate, once the closure process is finalized, and
- j) That all costs for planning and cadastral procedures be for the applicant's account.

The second option would be:

- a) Subdivision of Dr Schweitering Street into Portion A and remainder,
- b) Permanent closure of Portion A of Dr Schweitering Street as "street" in terms of Section 50 (1) of the local authorities Act, as amended,
- c) Rezoning of Portion A from "Street" to "single residential", subject to:
  - i. An Environmental Impact Assessment for the closure of the public open space in terms of the Environmental Management Act, Act 7 of 2007, and
  - ii. Public consultation in terms of Section 105 (1) (e) reads in conjunction with Section 107 of the Urban and Regional Planning Act, (Act 5 of 2018), and in terms of the Environmental Management Act, Act 7 of 2007,
- d) Sale of Portion A to the owner of Erf 4063, Swakopmund Extension 11 with a condition that the two land parcels must be notarial linked.

Regards



**GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES**

JA



TEL +264 (64) 201 9000 TOLL FREE 06000 FAX +264 (64) 201 9001 EMAIL [support@erongored.com.na](mailto:support@erongored.com.na)  
 ERONGO RED BUILDING REG NO 2004074 91 HAGE GEINGOB STREET P O BOX 2925 WALVIS BAY NAMIBIA

Mr. Phillips Thys  
 Erf 4063  
 Tsvavorite Street  
 Ocean View  
 Swakopmund

Enquiries	Kennedy Mutota
Physical Address	30 Hidipo Hamutenya Avenue Swakopmund
Telephone	064 - 413602
Facsimile	064 - 413601
Cell	081 141 5553
E-mail	<a href="mailto:kmutota@erongored.com">kmutota@erongored.com</a>
Date	22 September 2025

Dear Sir

**CONFIRMATION LETTER FOR ELECTRICAL INFRASTRUCTURE ON ERF 4063,  
 TSAVORITE STREET, OCEAN VIEW, SWAKOPMUND**

I am hereby confirming that Erongo RED (Pty) LTD have done a confirmation to assure the client that there is no electrical infrastructure running inside the boundary of Erf 4063, Tsvavorite Street in Ocean View, Swakopmund. Therefore, there are no costs involved during further development on this Erf.

Please do not hesitate to contact Erongo RED (Pty) LTD in case of any queries.

Yours faithfully

  
 Mr Kennedy Mutota  
 Superintendent (Area 2)  
 Network Operations & Maintenance

**ERONGO REGIONAL ELECTRICITY  
 DISTRIBUTOR COMPANY (PTY) LTD  
 CERTIFY CORRECT**

22 SEP 2025

Signature  
 NETWORK OPERATIONS & MAINTENANCE  
 AREA 2  
 SUPERINTENDENT

Please address all correspondence to Chief Executive Officer

ERONGO RED (Pty) Ltd, Tsvavorite Street, Erf 4063, Ocean View, Swakopmund  
 064 413600, 064 413601, 081 141 5553, [support@erongored.com](mailto:support@erongored.com), [erongored.com](http://erongored.com)

[erongored.com](http://erongored.com)



ERONGO BUSINESS AREA  
 Planning Department: DEPI  
 Telecom Technical Building, Hendrik Wilbooi Street  
 PO Box 907, Swakopmund, Namibia  
 Tel: (+264 61) 412 009 or (+264) 85 522 2429  
 E-mail: [depi@telecom.na](mailto:depi@telecom.na)  
 Website: [www.telecom.na](http://www.telecom.na)

30th July 2025

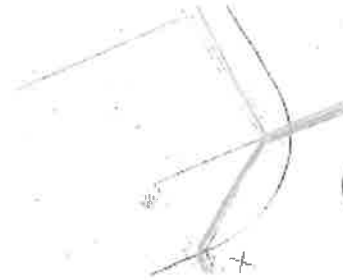
Mr. Phillip Thys  
 Erf 4063, Tsavorite Street  
 Ocean View  
 Swakopmund

**Subject: Confirmation Regarding Proposed Purchase of Triangular Portion Adjacent to Erf 4063**

Dear Sir,

We refer to your interest in acquiring the triangular portion of land, from the Swakopmund Municipality, hatched in grey adjacent to Erf 4063, which is currently under your ownership and marked in yellow, on the attached map.

Please be advised that our Telecom infrastructure in the vicinity includes manholes (indicated as black squares) and a cable route (marked in red) running between these manholes. Our servitude is set at 0.75 meters from the erf boundary and does not extend into the grey-hatched triangle. Furthermore, the cable is installed at a depth of 0.75 meters, ensuring that it remains entirely outside the area in question.



Based on this, we confirm that there will be no need for relocation of any cables or pipes, and therefore, no charges will be incurred by you in relation to this transaction.

We would like to remind you that any future construction within the grey-hatched triangle must be preceded by obtaining an official approval stamp from Telecom Namibia.

Should you have any further queries or require assistance, please do not hesitate to contact us.

Yours faithfully,

*W. K. A. D.*  
 W. K. A. D.  
 Site Inspector & Regional Planner: Copper/Microfiber Cabling

11.1.5

**ATTENDANCE OF COUNCILLORS AT TRADE FAIRS, FUNCTIONS, EXHIBITIONS, AND GALA DINNERS**

(C/M 2026/03/26 - 12/1/1, 13/4/2)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.1** page **03** refers.

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

The purpose of this submission is to provide a framework for when considering Council's approval for the participation of Councillors at trade fairs, exhibitions, and gala dinners held across Namibia, and to propose a structured and rotational system for attendance.

**2. BACKGROUND**

Trade fairs and related events present valuable opportunities for local authorities such as the opportunity to promote Swakopmund as an investment and tourism destination and to benchmark against best practices in service delivery and innovative practises. It further establishes a network with stakeholders from both public and private sectors, to showcase developmental initiatives and identify potential partnerships.

Throughout the year, Council receives numerous invitations to attend events across the country, including festivals, fairs, shows, exhibitions, and gala dinners. As a result, there has been a severe increase in expenditure due to attendance of Councillors at such events, which has been ad-hoc and inconsistent, limiting the strategic value and continuity of engagement. A more structured approach is thus required.

**3. DISCUSSION**

It is proposed that Council selects five (5) towns located in three (3) different regions annually to attend trade fairs, exhibitions, or gala dinners. Councillors will attend on a rotational basis, ensuring equal exposure and opportunity for all elected members throughout the Council term.

The selection of towns will be reviewed and approved by Council at the beginning of each calendar year.

- A maximum of (3) three Councillors per event shall attend.
- Attendance shall be on a rotational basis and documented for transparency and fairness.
- Councillors attending must submit a post-event report to Council detailing key takeaways, opportunities identified, and recommendations.
- The Office of the Mayor and Office of the CEO shall coordinate logistical arrangements.

**4. FINANCIAL IMPACT**

Costs associated with attendance (registration, transport, accommodation, daily subsistence) will be covered under the approved Council travel and subsistence budget line for events and conferences.

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

**RECOMMENDED:**

- (a) That Council does not approve the pre-determined limitations and declines to adopt the guidelines for attendance of Councillors at trade fairs, functions, shows, exhibitions and gala dinners.
- (b) That the attendance of Councillors at trade fairs, functions, exhibitions and gala dinners, etc. will be done based on merit and be guided by the nature of the event.
- (c) That Council budgets the following amounts spend per annum for pledges at gala dinners, trade fairs, etc. based on a sliding scale to be adjusted annually:
- *Part 1 Municipalities: N\$10,000.00*
  - *Part 2 Municipalities: N\$7,000.00*
  - *Town Councils: N\$7,000.00*
  - *Village Councils: N\$5,000.00*
- (d) That Councillors submits post-event reports to ensure accountability and knowledge-sharing for each event.
-

11.1.6 **ESTABLISHMENT OF A SWAKOPMUND TOURISM FORUM (STF)**  
(C/M 2026/03/26 - 15/1/5/3)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.2** page **05** refers.

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

**1. INTRODUCTION:**

The Swakopmund Tourism Forum is envisioned as a strategic, multi-stakeholder advisory body to guide tourism development in Swakopmund through inclusive collaboration and coordinated action and will tie into the Erongo Regional forum which is chaired by the Honourable Governor of the Erongo Region. This submission seeks Council's consideration and approval of the establishment of the Swakopmund Tourism Forum (STF).

**2. BACKGROUND:**

Swakopmund is one of Namibia's leading tourism destinations, offering a blend of natural, cultural, and recreational attractions. However, fragmented stakeholder coordination, limited local participation, and unaligned tourism strategies have constrained the full realization of the sector's potential.

**3. PROPOSED FORUM**

This initiative complements similar efforts such as the Walvis Bay Tourism Advisory Board which connects municipal prorates with regional and national strategies. The Swakopmund Tourism Forum and the Walvis Bay Tourism Advisory Board will feed into the Erongo Regional Tourism Forum (chaired by the Governor). This structure is intended to strengthen regional coordination and ensure that Swakopmund's tourism initiatives are aligned with broader Erongo tourism strategies. Acknowledging the contribution that Council can bring to regional tourism efforts, the Erongo Tourism Forum **attached (as Annexure 'A')** appointed Council's Tourism Officer to represent Council at the Erongo Tourism Forum for a period of (5) five years from **date of appointment to 31 August 2030**.

The establishment of a Swakopmund Tourism Forum aligns with the objectives of the **Swakopmund Tourism Development Strategy (2015)**, the **Municipal Strategic Plan (2020-2027)**, and with National Development Plan 5 and 6, and Vision 2030 which emphasizes tourism as a growth sector in a bottom-up approach.

**3.1 PURPOSE OF FORUM**

To serve as an advisory and strategic body promoting sustainable tourism growth, policy alignment, innovation, and inclusive participation, with emphasis on integrating Swakopmund's plans within the wider Erongo regional context.

**3.2 AIM OF FORUM**

The Swakopmund Tourism Forum aims to:

- 3.2.1 Strengthen collaboration and partnerships between Government and the Private sector
- 3.2.2 Enhance Swakopmund tourism offerings, regionally, nationally, and globally
- 3.2.3 Promote sustainable and inclusive tourism
- 3.2.4 Monitor and evaluate tourism impact in Swakopmund
- 3.2.5 Create one voice for the tourism industry of Swakopmund
- 3.2.6 Coordinate tourism marketing and promotion globally
- 3.2.7 1.7 Facilitate knowledge sharing and capacity building

### **3.3 OBJECTIVES OF FORUM**

- 3.3.1 To advise and make recommendations to the Swakopmund Municipal Council on improvement, development and support initiatives to make Swakopmund more attractive both domestic and international tourists.
- 3.3.2 To transmit and disseminate relevant information and decisions from Council, the Ministry of Environment and Tourism, and national or regional tourism bodies to stakeholders.
- 3.3.3 To ensure that tourism development is approached in a unified, inclusive, and organized manner.
- 3.3.4 To develop strategies that promote a unique and compelling tourism brand for Swakopmund.
- 3.3.5 To collect, analyse, and utilize data to inform evidence-based tourism planning and decision-making.
- 3.3.6 To advocate for local policies, regulations, and governance structures that are supportive of sustainable tourism growth.
- 3.3.7 To promote regional and national collaboration, facilitating networking among stakeholders to further enhance Swakopmund's tourism sector.
- 3.3.8 Promote training and capacity building for youth in tourism enterprises.

### **3.4 COMPOSITION OF FORUM**

STF shall consist of 7 voting members +5 ex-officio members; these members are to be elected at the annual tourism forum. Nominations are to be made by the various sectors as listed below to be voted on by all the forum participants at the annual meeting. Board members shall be residents of Swakopmund OR have a vested interest in the town's tourism industry.

## **4. CONCLUSION**

The establishment of STF will serve as a vital platform to strengthen tourism development in Swakopmund by fostering inclusive collaboration and coordination. Council is hereby requested to approve the attached Terms of Reference for the establishment and operation of the Swakopmund Tourism Forum under the leadership of the Mayor, as Chairperson of the Swakopmund Tourism Forum to provide strong political leadership to this regional initiative.

The Swakopmund Tourism Forum will provide quarterly updates to Council on its progress, challenges, and opportunities in the tourism sector, and will also report to the Erongo Regional Tourism Forum. This strategic initiative is expected to reposition Swakopmund as a well-coordinated, sustainable, and premier tourism destination in Namibia.

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

**RECOMMENDED:**

- (a) That Council designates the Mayor as Chairperson of the Swakopmund Tourism Forum, and that formal invitations be issued requesting representation from the following stakeholders:
- (i) *External representatives:*
1. *A representative from the Namibian Police: Station Commander*
  2. *A representative from the Namibian Tourism Board*
  3. *A representative from the Ministry of Environment, Forestry and Tourism*
  4. *Representatives from the Namibian Chamber of Commerce and Industry*
  5. *A representative from the Swakopmund Business Chamber*
  6. *A representative of the Hospitality Association of Namibia*
  7. *A representative from tour companies*
  8. *Transport representative (Taxi Union)*
- (ii) *Internal representatives:*
1. *General Manager: Economic Development Services*
  2. *Manager: Economic Development Services;*
  3. *Economic Development Officer;*
  4. *Traffic and Law Enforcement Superintendent,*
  5. *Public Relations Officer,*
  6. *Tourism and Investment Officer,*
  7. *Environmental Officer,*
  8. *Health Practitioner*
- (b) That quarterly progress reports from the Swakopmund Tourism Forum be submitted to Council and to the Erongo Regional Tourism Forum for information.
- (c) That Council takes note of the reappointment of the Tourism Officer to represent Council at the Erongo Tourism Forum for a period of (5) five years from date of appointment to 31 August 2030 per the National Sustainable Tourism Growth and Development Strategy 2016-2026 (NSTGDS).
-

11.1.7

**POLICY PROPOSAL FOR THE ABOLITION OF REFUNDABLE KEY DEPOSITS  
AND IMPLEMENTATION OF A CASHLESS BREAKAGE FEE SYSTEM**

(C/M 2026/03/26 - 15P, 15/2/7/1/2)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.3** page **08** refers.

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

**1. Introduction**

This submission is presented for Council's consideration and approval to abolish the refundable key deposit system at the Swakopmund Municipal Rest Camp and to introduce a 2% mandatory, non-refundable breakage charge on all accommodation and conference bookings, effective from the 2026/2027 financial year.

**2. Background**

The Swakopmund Municipal Rest Camp currently applies refundable key deposits of N\$200 for standard units and N\$300 for luxury units. While historically intended to safeguard Council property, this system has become increasingly inefficient and risk-prone. The accumulation of large sums of cash on site—especially during peak tourism periods—creates significant vulnerabilities, including heightened exposure to theft, misappropriation, and fraud. It also increases the audit burden, as refundable deposits constitute short-term liabilities that require strict record-keeping, reconciliation, and traceability.

Operationally, staff are required to manage, count, store, and refund cash deposits, which prolongs check-in and check-out times, contributes to long queues, and diverts staff attention away from customer service. The handling of cash also necessitates additional controls such as safes, manual receipt books, and daily balancing procedures, all of which increase administrative workload and costs. These processes are not only labour-intensive but introduce greater room for human error and audit findings.

Furthermore, the current system provides no guarantee that deposit amounts are sufficient to cover actual damages, given the rising cost of repairs and replacement of assets. As a result, it provides limited financial protection while still imposing a significant operational and governance burden.

**3. Discussion:**

Refundable deposits constitute financial liabilities, as the funds do not belong to Council and must be repaid to guests. This system carries additional costs for Council, including the printing of receipt books and the administrative workload placed on staff who must issue receipts, manage cash, and process refunds. The presence of refundable deposits also inflates daily cash balances, increases reconciliation requirements, and exposes Council to avoidable financial and audit risks.

To identify more efficient measures for mitigating these risks, the Financial Administrator engaged with the Walvis Bay Municipality, which manages Esplanade Park, Dolphin Park, and Long Beach Resort. It was established

that these facilities have already discontinued the use of refundable key deposits. Instead, they incorporate breakage costs into standard accommodation tariffs and operate entirely on a cashless basis, with all payments made in advance via EFT or credit/debit card.

This model has proven effective in strengthening internal financial controls, reducing or eliminating cash-handling risks, streamlining administrative processes, and ensuring more consistent recovery of costs related to breakages.

#### 4. Proposed New System

In light of the above findings, it is proposed that from the **2026/2027 financial year**:

- Refundable key deposits be abolished
- A 2% mandatory, non-refundable breakage charge be introduced for all accommodation and conference bookings
- A cashless payment policy be implemented, whereby payments are made only via EFT or card

#### 5. Financial impact of introducing 2% breakage fee using actual tariffs

Peak Season Calculations:

Peak Season Total (incl. 2%): ± N\$211,000 per day. (if the whole camp is full)

Unit	Qty	Rate (N\$)	Tariff Total (N\$)	2% (N\$)	Total incl. 2% (N\$)
<b>Fish</b>	22	617	13,574	271.48	13,845.48
<b>Gecko</b>	10	687	6,870	137.4	7,007.4
<b>Welwitschia</b>	12	710	8,520	170.4	8,690.4
<b>Dunes A</b>	1	961	961	19.22	980.22
<b>Dunes B</b>	45	1018	45,810	916.2	46,726.2
<b>Spitzkoppe</b>	50	1225	61,250	1225.0	62,475.0
<b>Brandberg A</b>	28	1336	37,408	748.16	38,156.16
<b>Brandberg B</b>	18	1448	26,064	521.28	26,585.28
<b>Moon Valley</b>	4	1671	6,684	133.68	6,817.68

Off-Peak Season Calculations:

Off-Peak Season Total (incl. 2%): ± N\$177,000 per day. (if the whole camp is full)

Unit	Qty	Rate (N\$)	Tariff Total (N\$)	2% (N\$)	Total incl. 2% (N\$)
<b>Fish</b>	22	562	12,364	247.28	12,611.28
<b>Gecko</b>	10	652	6,520	130.4	6,650.4
<b>Welwitschia</b>	12	681	8,172	163.44	8,335.44
<b>Dunes A</b>	1	846	846	16.92	862.92
<b>Dunes B</b>	45	903	40,635	812.7	41,447.7
<b>Spitzkoppe</b>	50	947	47,350	947.0	48,297.0
<b>Brandberg A</b>	28	1058	29,624	592.48	30,216.48
<b>Brandberg B</b>	18	1225	22,050	441.0	22,491.0
<b>Moon Valley</b>	4	1336	5,344	106.88	5,450.88

In view of the above calculations the proposed 2% breakage charge could generate approximately N\$4,000 per day during peak season and

approximately N\$3,400 per day during off-peak season. This equates to more than N\$1.2 million annually if the bungalows are full, which will be sufficient to cover breakages while eliminating the risks associated with refundable deposits.

Below is a comparison of the benefits associated with the proposed approach:

<b>SNAPSHOT COMPARISON</b>	
<b>Current Practice:</b> <i>Refundable deposits</i>	<b>Proposed Approach:</b> <i>Non-refundable breakage Fee</i>
<i>High cash volumes</i>	<i>Cashless payments (EFT/Card)</i>
<i>Audit exposure</i>	<i>Improved audit trail</i>
<i>Fraud and theft risk</i>	<i>Reduced cash-related risk</i>
<i>High admin workload</i>	<i>Streamlined operations</i>
<i>Long queues</i>	<i>Faster transactions</i>

It should be noted that the breakage fee will apply to minor damages such as broken glasses, plates and similar items. However, any act and vandalism or theft involving items such as tv, linen, decoders and other property will be the full responsibility of the client and will be reported to the police. Staff will therefore still be required to conduct the standard inspect which is carried out after clients check out.

## **8. Conclusion**

The current refundable key deposit and cash-based payment practices expose Council to unnecessary financial, security, and audit risks, while simultaneously increasing administrative burdens and operational inefficiencies. Refundable deposits constitute liabilities rather than income and require extensive record-keeping, reconciliation, and cash-handling procedures that add little operational value.

The combined introduction of a 2% mandatory, non-refundable breakage charge and a cashless payment policy offers a transparent, auditable, and financially sustainable alternative. This approach aligns the Swakopmund Municipal Rest Camp with best practices already adopted by the Walvis Bay Municipality and significantly strengthens overall financial governance.

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

**RECOMMENDED:**

- (a) That Council approves the abolition of refundable key deposits for all Swakopmund Municipal Rest Camp accommodation and conference facilities.
  - (b) That Council approves the introduction of a 2% mandatory, non-refundable breakage charge with effect 01 July 2026.
  - (c) That the General Manager: Finance allocates a dedicated vote for breakages, to which the 2% breakage charge funds will be transferred by means of journal entries processed by the Financial Administrative Officer: Bungalows.
  - (d) That Council approves the implementation of a cashless payment policy for the Swakopmund Municipal Rest Camp, with payments to be made preferably by EFT and card, and cash payments to be phased out in line with Council's financial control policies.
  - (e) That appropriate signs be placed at the counters and that emails, documents such as invoices be amended to reflect the change to a cashless system.
  - (f) That the General Manager: Economic Development Services be authorised to update the booking system, payment processes and internal procedures to give effect to the above changes.
-

11.1.8

**NOTIFICATION TO COUNCIL FOR A CALL FOR EXPRESSIONS OF INTEREST TO OPERATE THE MARTIN LUTHER MUSEUM**

(C/M 2026/03/26 - 14/1/1/3)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.4** page **15** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

This submission serves to formally notify Council of the planned public call-out for Expressions of Interest (EOI) to invite suitably qualified and interested individuals, organisations, and community-based entities to submit proposals to operate, manage, and maintain the Martin Luther Museum.

The EOI is aimed at parties with a demonstrated interest in cultural heritage preservation, tourism development, and educational programming, and forms part of the Municipality's broader efforts to revitalise and sustainably manage the Martin Luther Museum.

**2. BACKGROUND****2.1 ABOUT THE MARTIN LUTHER MUSEUM**

In 1894, German artist Troost attempted to replace the slow and laborious ox-wagon transport along the "Bay Road" from Swakopmund into the interior by introducing a steam traction engine. However, the harsh conditions of the Namib Desert proved too challenging, and the venture ultimately failed.

Troost had envisioned launching a freight service from Swakopmund, with the steam engine pulling multiple wagons. The engine was shipped from Germany, accompanied by a mechanic who was also meant to operate it. But since Swakopmund lacked proper landing facilities at the time, both the engine and the mechanic had to be offloaded at Walvis Bay.

Upon seeing the desert terrain, the mechanic promptly returned to Germany. The engine remained idle in Walvis Bay until Troost convinced a mining prospector to attempt bringing it to Swakopmund. Three months later, the prospector arrived with the engine—having mostly pushed it all the way, as the machine constantly sank into the sand whenever it tried to move under its own power.

Though the service eventually began and the engine performed relatively well beyond the coastal dunes, the desert proved too unforgiving. A blown tube, impossible to replace ended the venture.

Namibians later dubbed the engine "Martin Luther," referencing the phrase "Here I stand, I can do no other," symbolizing its immovable state. It became Namibia's first so-called "White Elephant" in road transport history.

The engine has since been restored twice, first in 1973, and again between 2000 and 2004. After the second restoration, a protective shelter was built around it, recognizing that Swakopmund's frequent coastal mists would quickly cause further deterioration.

### 3. **DISCUSSION**

At its Planning Forum meeting held on **27 September 2016**, Council, among other resolutions, resolved as follows:

- (a) *That proposals be invited from the public to lease a portion of land measuring approximately 2 000 m<sup>2</sup>, on which the historical locomotive is housed, situated on the Remainder of Portion B of Swakopmund Town and Townlands No. 41, adjacent to the B2 Main Road to Windhoek.*

The proposed public call for Expressions of Interest is a non-binding process intended to assess public interest, capacity, and innovative ideas for the sustainable operation and development of the Martin Luther Museum.

#### 3.1 **OBJECTIVES OF THE EOI**

**The objectives of the Expression of Interest are to:**

- (i) *Identify experienced and visionary individuals or organisations capable of revitalising and professionally managing the Martin Luther Museum;*
- (ii) *Encourage public-private and community partnerships in heritage preservation and tourism promotion.*
- (iii) *Solicit feasible, innovative, and sustainable proposals that support the long-term operation and development of the museum;*
- (iv) *Foster community involvement, inclusivity, and cultural pride; and*
- (v) *Enhance tourist activity and visitation to the museum and the town of Swakopmund.*

While Council has approved the issuing of an EOI, particular emphasis will be placed on identifying applicants who demonstrate a genuine passion for the preservation and operation of the Martin Luther Museum. This approach aligns with ongoing revitalisation initiatives led by the Economic Development Services in partnership with the Swakopmund Scientific Society.

### 4. **SUBMISSION REQUIREMENTS**

#### 4.1 **MINIMUM REQUIREMENTS**

**Applicants must ensure that their submissions meet the following minimum requirements:**

- (a) *Completion of all required sections of the prescribed EOI template;*
- (b) *Submission of proof of legal standing (registration documents, constitution, or letter of authority);*
- (c) *Evidence of relevant experience and capacity to manage a heritage and/or tourism facility;*
- (d) *A clear operational and financial plan; and*
- (e) *Submission of proposals by the stipulated deadline and in the prescribed format.*

#### 4.2 **GENERAL CONDITIONS**

- (a) *This EOI is a non-binding process intended solely to gather proposals and gauge interest;*

- (b) No contractual or financial obligations shall arise from this invitation;
- (c) The Municipality of Swakopmund reserves the right to:
  - Accept or reject any submission;
  - Shortlist applicants at its sole discretion;
  - Request additional information or clarification; and
  - Amend or terminate the EOI process at any stage.

**Additional conditions include the following:**

- (a) The applicant's full name, address, and contact details must be clearly stated;
- (b) The application must comprise the original proposal document issued by the Municipality of Swakopmund and must be duly signed and dated at all indicated places;
- (c) All annexures, including brochures or supporting material, must be signed or initialled;
- (d) Proposals shall remain irrevocable for a period of ninety (90) days from the closing date;
- (e) The premises will be allocated based on the viability and sustainability of the proposed business venture;
- (f) The Municipality is not obliged to accept any proposal;
- (g) All applicable municipal by-laws and regulations shall apply to the successful lessee;
- (h) The following documents must be attached:
  - (i) Proof of registration as a Non-Profit Organisation, Non-Governmental Organisation, or company registered with the Ministry of Industrialisation, Trade and SME Development;
  - (ii) A certified copy of the applicant's Namibian Identity Document.
  - (iii) A comprehensive business proposal must be submitted, including:
  - (iv) Company or organisational profile;
  - (v) Motivation outlining how the proposal will enhance tourism in Swakopmund; and
  - (vi) A management plan detailing proposed services and initiatives to enhance the attractiveness of the facility.

#### **4.3 REGULATORY REQUIREMENTS**

Applicants must comply with all applicable national, regional, and local legislation and policies, including but not limited to:

1. Swakopmund Tourism Development Strategy;
2. Namibia Tourism Board Act, 2000;
3. Environmental Management Act, 2007;
4. Municipal Strategic Plan;
5. National Heritage Act;
6. Health and safety legislation; and
7. Any other relevant sectoral strategies.

The successful applicant will be required to obtain all necessary licences, permits, approvals, and insurance for the operation and maintenance of the Martin Luther Museum.

#### **4.4 TECHNICAL REQUIREMENTS**

Applicants must demonstrate the following technical competencies:

1. Ability to preserve and maintain heritage artifacts and infrastructure;
2. Experience in developing and implementing educational or interpretive programmes;

3. Knowledge of building maintenance, security, and asset management;
4. Access to suitably qualified staff or partners with museum-related expertise; and
5. Capacity to implement accessibility and inclusivity measures.

Where applicable, proof of previous technical projects or initiatives, including photographs or reports, must be provided.

#### **4.5 GENERAL CONDITIONS AND RESPONSIBILITIES**

- *This process does not constitute a tender;*
- *No financial or legal commitment is required at this stage; and*
- *Only shortlisted applicants may be invited to submit detailed proposals or attend interviews.*

##### **4.5.1 Municipality of Swakopmund**

- *Owner and lessor of the property;*
- *Provision of security services; and*
- *Maintenance of surrounding gardens.*

##### **4.5.2 Successful Bidder**

- *Leasing of the property;*
- *Day-to-day operations and minor maintenance;*
- *Staffing and remuneration; and*
- *Sourcing of own financial resources to operate the museum.*

#### **5. CONCLUSION**

The public call for Expressions of Interest at the Martin Luther Museum presents a strategic opportunity to identify committed individuals and organisations capable of contributing meaningfully to the preservation, management, and promotion of this important heritage asset.

By encouraging public participation, fostering partnerships, and promoting innovative and sustainable ideas, the initiative supports the long-term viability of the museum while enhancing Swakopmund's cultural and tourism offering.

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

#### **RECOMMENDED:**

**That Council takes note of the public call for Expressions of Interest at the Martin Luther Museum and supports the preparation and implementation thereof.**

---

11.1.9

**RE-SUBMISSION: SUBDIVISION OF THE REMAINDER OF PORTION 29 OF FARM 163 INTO PORTIONS A, B AND REMAINDER**

(C/M 2026/03/26 - PTN 29 OF FARM 163) G2 (29))

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.5** page **20** refers.

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

The purpose of this resubmission is for Council to reconsider an application to subdivide the Remainder of Portion 29 of Farm 163 into Portions A, B and Remainder in terms of Section 105 (1) (e) (ii) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

**2. Introduction and Background**

An application to subdivide the Remainder of Portion 29 of Farm 163 into Portions A, B and Remainder served before Council on the 14<sup>th</sup> of November 2024 and was approved. The application was however referred back by the Urban and Regional Planning Board for the rectification of the portion description, which is Remainder of Portion 29 of Farm 163 instead of Portion 29 (a portion of Portion 40) of Farm 163, Swakopmund.

The revised application was then received by the Town Planning Department from van der Westhuizen Town Planning and Properties, applying on behalf of the registered owner Mr. D. E Knuffel. The application is attached as **Annexure A**.

**3. Ownership**

Ownership of the Remainder of Portion 29, of Farm 163 is held in the Deed of Transfer T 2133/97 and vests in Dieter Erich Knuffel. Proof of ownership has been attached together with the application.

**4. Zoning, Locality and Size**

Remainder of Portion 29 is zoned "agriculture" as indicated in the figure below. The portion is situated within Smallholdings also known as Swakop River Plots. It measures 10.8444 Hectares in extent. The portion currently accommodates three existing dwelling houses.

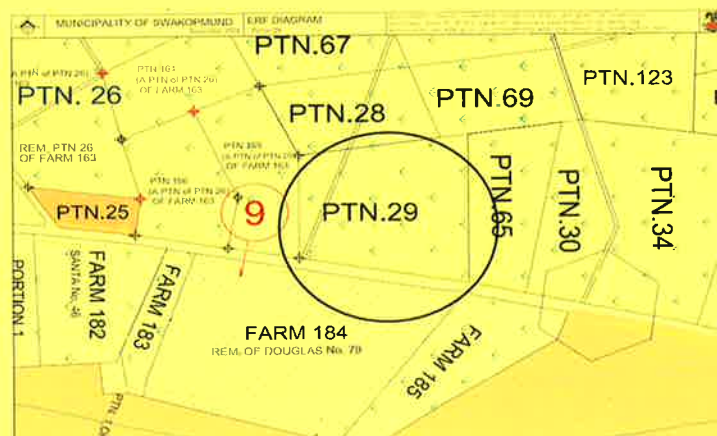


Figure 1: Rem/Portion 29, Smallholdings locality and zoning map

5. **Access and municipal services**

Access to Rem/Portion 29, Smallholdings is obtained directly from a D1901 Road. The same access would be maintained for the newly created portions.

The portion is connected to the electrical grid of Erongo Red and has already three water metres connected to each house. In terms of sewer, all houses have septic tanks.

Any further extension or upgrading of services due to this subdivision, should be done to the satisfaction of the General Manager: Engineering Services, at the cost of the applicant (landowner).

6. **Public Consultation**

In terms of the Urban and Regional Planning Regulations Section 10 (4) for subdivision, only the affected neighbouring property owners must be notified. No publication of notices in newspapers and government gazette is required. The applicant notified four (4) neighbouring property owners in writing of the intention for the proposed subdivision.

The closing date for objections or comments was Wednesday, 13<sup>th</sup> of August 2025, and no objections were received.

7. **Proposal**

The owner intends to subdivide the property into two portions and the remainder to provide each of his children a property with its own title deed. The zoning remains agriculture. The table below illustrates the subdivision proposal:

<b>Portion Number</b>	<b>Size in hectares</b>	<b>Zoning</b>
<i>Portion A</i>	<i>3.50ha</i>	<i>Agriculture</i>
<i>Portion B</i>	<i>3.68 ha</i>	<i>Agriculture</i>
<i>Remainder PTN 29</i>	<i>3.66ha</i>	<i>Agriculture</i>
<b>Total</b>	<b>10.84ha</b>	

8. **Evaluation**

Previously, Council only allowed agricultural portions and farms to be subdivided into portions not less than 10 hectares. This has subsequently been changed for certain areas as identified in the Swakopmund Structure Plan 2020-2040. With the approval and adoption of the Swakopmund Structure Plan 2020-2040, certain areas have been identified and provided with an opportunity to allow for further subdivision. The Remainder of Portion 29 of the Farm 163, Swakopmund falls within **Zone C - Residential Estate & Tourism** with a **minimum area of 3.5 hectares**. Therefore, the subdivision is in line with the Swakopmund Structure Plan 2020-2040.

In terms of Section 59 and 66 (k) of the Urban and Regional Planning Act, (Act No. 5 of 2018), an endowment fee "must be made to a local authority or the State in trust for a future local authority" read in conjunction with Regulations 17 (d) of the Act, which stipulates that "a proof of payment of the endowment" before the Registrar of Deeds register the transfer of any portion which is subject to a condition of endowment. Furthermore, the Swakopmund Council's Property Policy stipulates that an endowment fee should be levied at a rate of 7,5% of the land value (market value as determined by the Municipal Valuer) of the first 10 erven created.

9. **Conditions to be registered against the newly created portion**

The current title deed conditions registered against the Remainder of Portion 29 of Farm 163, Swakopmund should be retained for the Remainder of Portion 29 Swakopmund, and the following conditions should be registered against the title deed of the newly created Portions A and B:

- (a) *That the portions shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the portion shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),*
- (b) *The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.*

10. **Conclusion**

The proposed subdivision of the Remainder of Portion 29 of Farm 163, Swakopmund into Portions A, B and Remainder is not foreseen to have any significant negative impacts on the area. It can therefore be supported.

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

**RECOMMENDED:**

- (a) **That the subdivision of the Remainder of Portion 29 of Farm 163 Swakopmund into Portions A, B and Remainder be approved as per the table below:**

<b>Portion Number</b>	<b>Size in Ha</b>	<b>Zoning</b>
<b>Portion A</b>	<b>3.50 ha</b>	<b>Agriculture</b>
<b>Portion B</b>	<b>3.68 ha</b>	<b>Agriculture</b>
<b>Rem/PTN 29</b>	<b>3.66ha</b>	<b>Agriculture</b>
<b>Total</b>	<b>10.84 ha</b>	

- (b) **That Conditions registered against the Remainder of Portion 29 of Farm 163 Swakopmund be retained for the Remainder of Portion 29 of Farm 163 Swakopmund.**
- (c) **That the following conditions be registered against the newly created portions A and B:**
  - (i) ***That the portion shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the portion shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),***
  - (ii) ***The building value of the main building, excluding the outbuilding to be erected on the portion shall be at least four times the municipal valuation of the portion.***
- (d) **That the subdivision of the Remainder of Portion 29 of Farm 163, Swakopmund be subject to an endowment fee of 7.5% as provided for in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.**

- (e) That required additional infrastructures resulting from the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering Services.
  - (f) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
  - (g) That the applicant provides proof that the subdivision of the Remainder of Portion 29 of Farm 163 into Portions A, B and Remainder has been approved by the Minister of Urban and Rural Development and provide Council with approved diagrams to the Town Planning Department before any submission of building plans to the Engineering Services Department for approval, and
  - (h) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.
-

## ANNEXURE A - APPLICATION

C:\a(4)

TOWN PLANNING &amp; PROPERTIES

PO BOX 53  
SWAKOPMUND - NAMIBIA

Chief Executive Officer  
Municipality of Swakopmund  
PO Box 53  
Swakopmund  
Namibia



23 October 2025

Dear Sir,

**SUBDIVISION OF THE REMAINDER OF PORTION 29 OF FARM NO.163, INTO PORTION "A", "B" AND REMAINDER.**

Van Der Westhuizen Town Planning & Properties cc was appointed by Mr. D E Knuffel, the registered owner of the Remainder of Portion 29 of Farm No. 163, Swakopmund to undertake and complete all necessary statutory processes for the:

- **SUBDIVISION OF THE REMAINDER OF PORTION 29 OF FARM NO.163, INTO PORTION "A", "B" AND REMAINDER**

Application is herewith made to the Swakopmund Municipal Council, in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018, for the subdivision of the Remainder of Portion 29 of Farm No. 163, Swakopmund, into Portion 'A', 'B' and Remainder.

**1. BACKGROUND**

With the approval and adoption of the Swakopmund Structure Plan certain areas along the river plots were provided with the opportunity to further subdivide. In the past Council only allowed plots to be subdivided into portions of no less than 10ha in extent. This has subsequently been changed for certain areas as identified in the Swakopmund Structure Plan. Rem/Portion 29 is located within the Zone C identified as Urban Agriculture (3.5ha).

Mr. Knuffel has been the registered owner of the property since 1997 and as such have constructed 3 houses on the property over the years. Each of the houses already has its own water meter connected to the Municipal Water infrastructure. It is only the electricity that is shared at this stage. It is the intention of our client to have the property subdivided into 3 portions and give each of his children the house and land they already live on and continue to live on the remainder.

On Page 119 under B. Residential Estate with specific reference to **Restrictions** the following is indicated:

*"Strict restrictions should be put in place to restrict owners of these plots to further*

*subdivide any smallholding if the minimum site requirement cannot be met. However, exemptions can be made for plots that accommodate two or more existing residential structures (main dwelling units) which were constructed with approved building plans prior to the adoption of this Structure Plan who wish to subdivide”.*

As indicated above, strict restrictions should be put in place to ensure that the minimum of 3.5ha size be met. In this case, the proposed subdivision of the Remainder of Portion 29, meets the requirement of 3.5ha portions as prescribed by the Structure Plan. Council may also consider smaller plots provided that there are two or more existing residential buildings constructed with approved plans before the Structure plan came into operation. In this case no exemption is needed or applied for.

It is against this background that we formally apply for the subdivision of the Remainder of Portion 29 of the Farm 163, into Portion A, B and Remainder.

## 2. LOCALITY

Portion 29 is located along the D1901 access road that provides access to all plot/owners. This road currently seen as the main arterial route of the Swakopmund Smallholdings area. Situated directly opposite Rem/Ptn 29, across the D1901 access road, is the Moonlight Resort and Blakeway (Annexure A).

## 3. OWNERSHIP

Ownership of Rem/Portion 29 of Farm No.163, Swakopmund, vests with Mr. DE & MM Knuffel, by means of Deed of Transfer No. 2133/1997 as attached at Annexure B to this document. Power of Attorney for the proposed intentions were also given by the owner and is attached as 'Annexure C'.

## 4. INTENTION OF CLIENT AND PROPOSED SUBDIVISION

Currently Rem/Portion 29 accommodates three existing houses that has been in existence for many years. It is the intention of the owner to Subdivide the 10.8884ha property into 3 (three) portions (Annexure D1). This will enable Mr. Knuffel to provide each of his children with a house and its own title deed. The nature of use will remain agriculture as per the current zoning of the property.

According to the Deed of Transfer (Annexure B) the property being subdivided measures approximately 10.8444ha in extent and is suitable for the intended subdivision. The intended subdivision is also in line with the requirements of the Swakopmund Structure Plan as approved and adopted by the Municipality of Swakopmund.

The proposed subdivision and new erf sizes will be as follows:

Proposed Portions	Portion Sizes in ha
Portion A	3.50ha
Portion B	3.68ha
Remainder of Portion 29	3.66ha
<b>Total ha</b>	<b>10.84ha</b>

#### 5. TOPOGRAPHY

- Rem/Ptn 29 is already an established plot with established structures and uses on the property. There exist no natural features that would prohibit the subdivision of land into 3 portions. As can be seen on the Contour plan, the Rem/Ptn 29 is relatively flat (**Annexure D2**).

#### 6. ACCESS

Access to the property is currently obtained directly from the Plot Access Road also known as D1901. The houses already enjoy their own access points and it is not foreseen that any additional requirements will be of concern.

#### 7. INFRASTRUCTURE SERVICES

Rem/Portion 29 is currently connected to the Electrical grid of Erongo Red and connected to the Municipal water supply and already has 3 water meters for each house. Once the subdivision is concluded two of the newly created portions will apply to obtain their own electricity from Erongo Red.

In terms of sewer, all houses have septic tanks as this is the norm on the small holdings in light of the absence of Municipal Sewerage systems in the area. It is also the opinion that this norm will continue to exist for many years to come.

Refuse removal is already available to the plots and it is not foreseen how the subdivision will impact negatively on the refuse removal as there already exist 3 dwellings and the refuse is already being collected.

#### 8. PUBLIC PARTICIPATION

- Neighbouring property owners have been requested for their comments/objections on the proposed subdivision. Attached please find copies of letters to neighbours via registered mail (**Annexure E**). Site notices were also placed on the Erf and Municipal Notice Board for public comments (**Annexure F**). Closing date for comments or objections to the proposed subdivision was on 28 August 2024. No Objections were received against the proposed intentions of our client (**Annexure G**).

#### 9. CONCLUSION

It is our opinion that the intentions of our client are in line with vision of the Swakopmund Municipality and can, due to the reasoning in this application, be approved. It is our opinion that the 3 (three) existing dwellings, that has already been in use for many years, will in no manner whatsoever negatively impact on any of the surrounding services. This is due to the fact they are have all the years already been operating as part of the system but only from 1 (one) property, being Rem/Ptn 29.

As mentioned earlier in this application, it is the intention of the owner to give each of his children a house with its own title.

- The Structure Plan, states On Page 119 under B. Residential Estate with specific reference to Restrictions the following is indicated:

*"Strict restrictions should be put in place to restrict owners of these plots to further subdivide any smallholding if the minimum site requirement cannot be met. However, exemptions can be made for plots that accommodate two or more existing residential structures (main dwelling units) which were constructed with approved building plans prior to the adoption of this Structure Plan who wish to subdivide".*

The above statement is interpreted as follows. The Minimum size requirement in this zone is 3.5ha and as such plot owners in this zone may apply for subdivision up to 3.5ha. It also states that exemption can be given to deviate from the 3.5ha based on the number of dwellings constructed on the property with approved building plans before the coming into operation of the Structure Plan.

In our client's case there will be no need for any exemption to deviate from the minimum size requirement as all portion created by the subdivision is in excess of 3.5 ha.

Since the dwellings on the property has already been in existence for many years and operating as residential dwellings there seems be very little reasoning not to support the intentions of our client.

#### **10. APPLICATION**

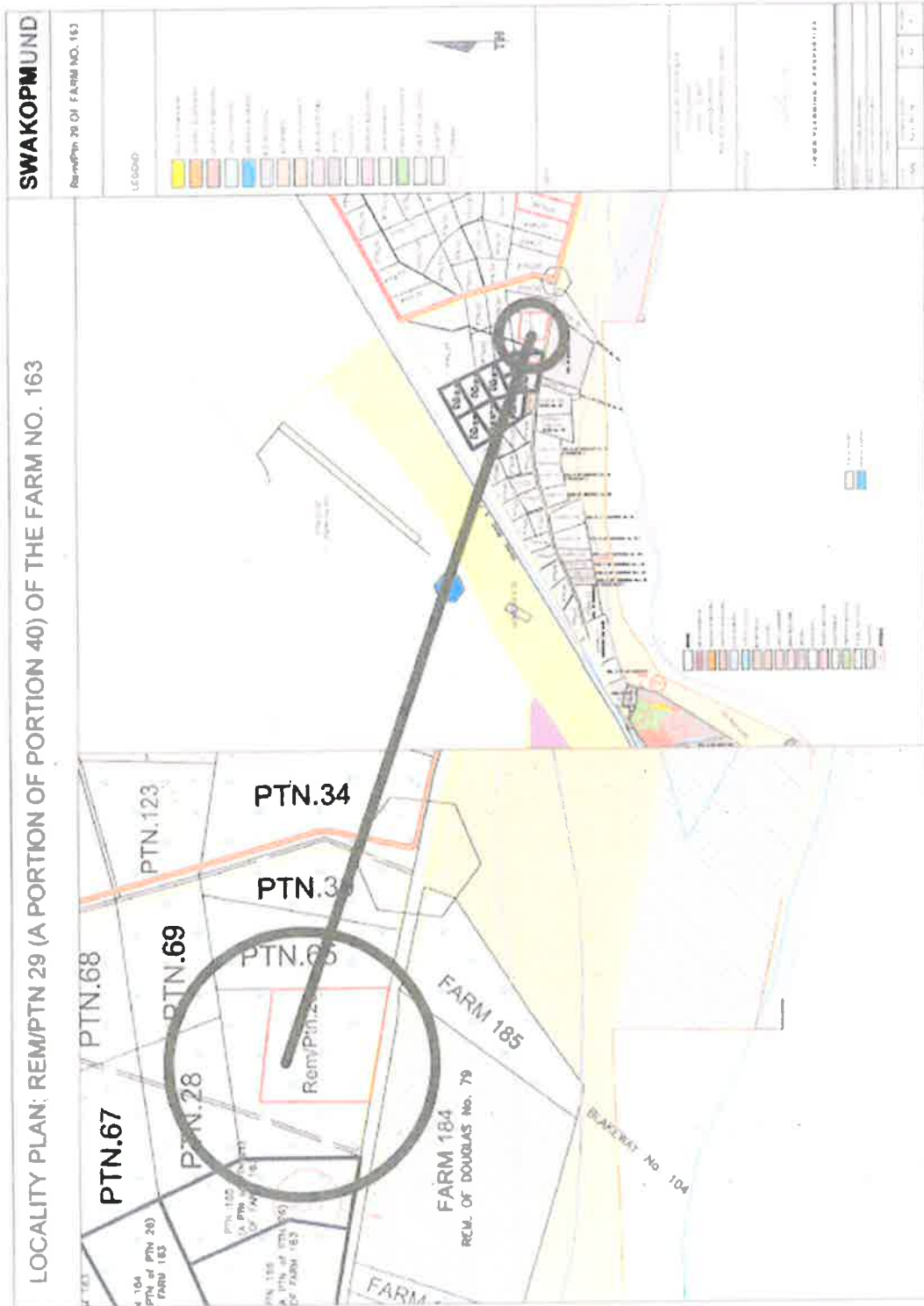
Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 for the Subdivision of the Remainder of Portion 29 of Farm No.163, Swakopmund, into Portion "A", "B" and the Remainder.

It is trusted that you will find the above application in order and favorable for approval by Council

Yours Faithfully,



**A R VAN DER WESTHUIZEN**





DEED OF TRANSFER

NO. 2133/97

*between*

MUNICIPAL COUNCIL OF SWAKOPMUND

*and*

DIETER ERICH KNUFFEL  
BORN ON THE 6TH APRIL 1942  
UNMARRIED

PORTION 29 OF THE FARM NO. 163

LORENTZ & BONE  
ATTORNEYS, NOTARIES AND CONVEYANCERS

NOTARIAL  
OFFICE  
WINDHOEK

Prepared by rmm

  
CONVEYANCER  
COLEMAN, M

Handwritten notes and signatures, including a large signature of Marinda Coleman and various illegible notes.

LORENTZ & BONE  
Attorneys, Notaries & Conveyancers  
12<sup>th</sup> FLOOR FRANS INDONGO GARDENS  
P O Box 85, WINDHOEK

### DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT

MARINDA COLEMAN

appeared before me the Registrar of Deeds, at Windhoek, she the said Appearer, being duly authorised thereto by a Power of Attorney granted to her by the

MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter styled the TRANSFEROR)

dated the 18<sup>th</sup> day of April 1996 and signed at Swakopmund.

- 2 -

AND THAT APPEARER DECLARED THAT his said principal on the 11th October 1994 had truly and legally sold, and that he/she, in his/her capacity aforesaid did, by these presents, cede and transfer, in full and free property to and on behalf of

Ⓢ DIETER ERICH KNUFFEL  
BORN ON THE 6TH APRIL 1942  
UNMARRIED

(hereinafter styled the TRANSFEREE)

His Heirs, Executors, Administrators or Assigns,

CERTAIN PORTION 29 OF THE FARM NO. 163

SITUATE In the Municipality of Swakopmund  
Registration Division "G"

EXTENT 20,8554 (Twenty Comma Eight Five Five Four) Hectares, as  
will appear from annexed diagram No. A.334/1994, and

HELD BY Government Grant No. T. 3401/1986

SUBJECT to the following condition imposed in terms of Section 21 of the  
Townships and Division of Land Ordinance, No. 11 of 1963, to  
wit:

IN FAVOUR OF THE LOCAL AUTHORITY

The land may only be used for agriculture and related purposes.

- 3 -

WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the TRANSFEROR to be entirely dispossessed of and disentitled to, the same, and that, by virtue of these Presents, the said TRANSFEREE, His Heirs, Executors, Administrators, or Assigns, now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting to the sum of N\$6 256,62

SIGNED AT WINDHOEK on  
together with the Appearer, and confirmed with my seal of office.

  
SIGNATURE OF APPEARER

In my presence,

  
REGISTRAR OF DEEDS

SPECIAL POWER OF ATTORNEY



I/We, the undersigned.

DIETER ERICH KNUFFEL (ID: 420406 00361)

AND

MARIA MAGDALENA KNUFFEL (421124 0008 8)

In my/our capacity as:

REGISTERED OWNERS OF THE REMAINING EXTENT OF PORTION 29 OF THE FARM NO. 163

do hereby nominate, constitute and appoint

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1596, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to Municipality, Town Council, Ministry of Urban and Rural Development or any other authority, for the:

- SUBDIVISION OF THE REMAINING EXTENT OF PORTION 29 OF FARM NO. 163, INTO PORTION "A", "B" AND REMAINDER.

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at Swakopmund this 19th day of October 2025

In the presence of the undersigned witnesses.

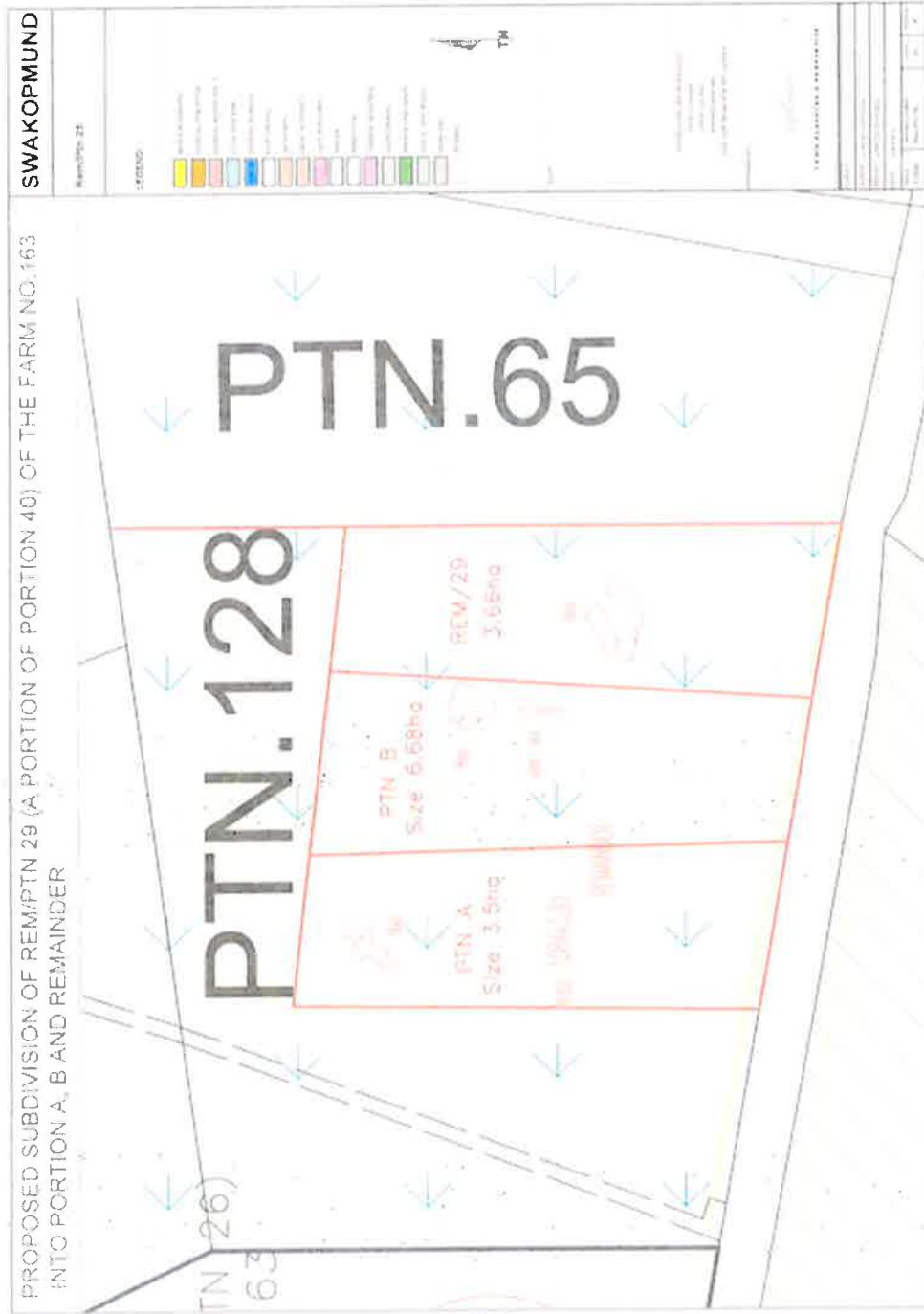
WITNESSES:

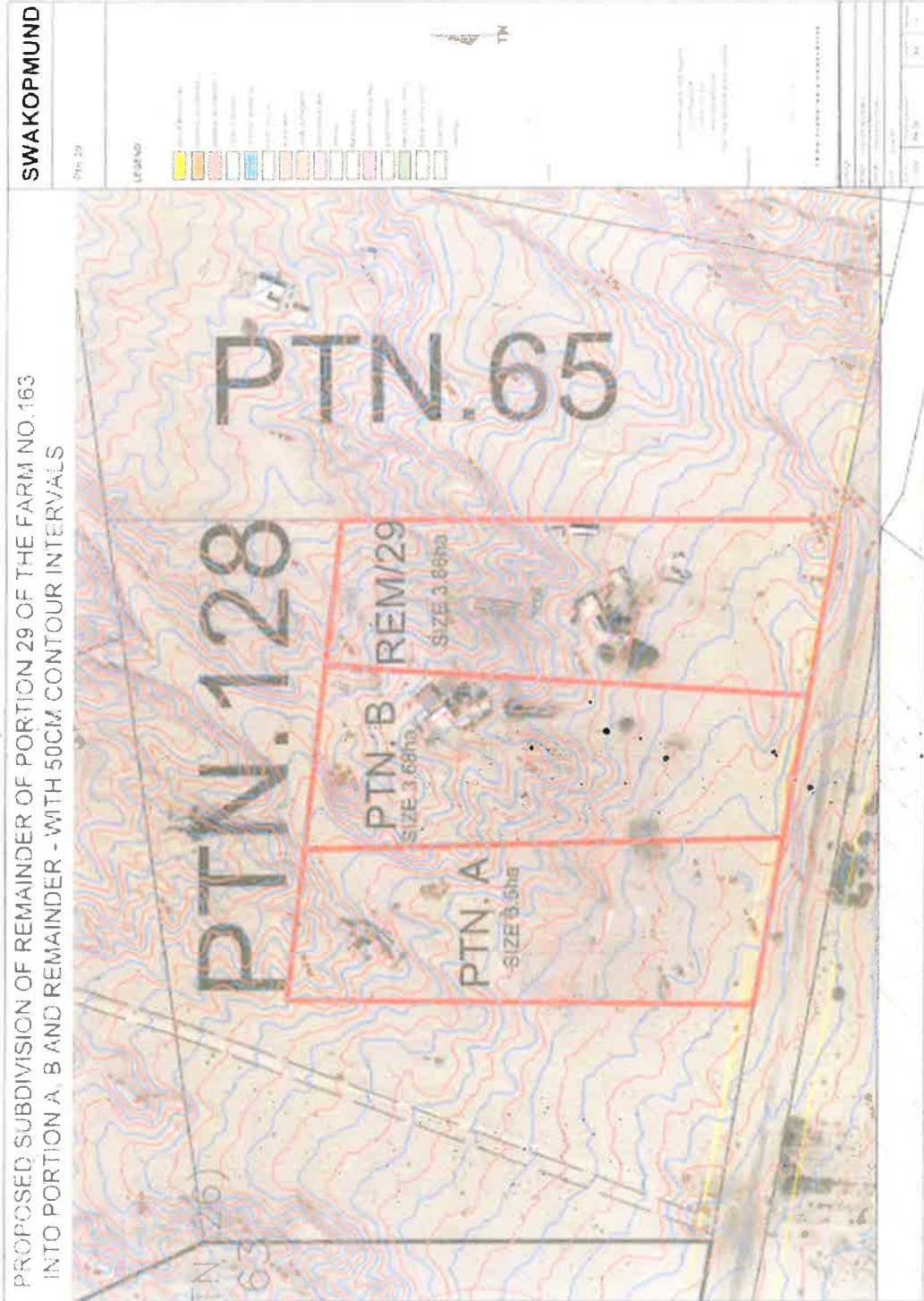
1. [Signature]

[Signature]  
MARIA MAGDALENA KNUFFEL

2. [Signature]

[Signature]  
DIETER ERICH KNUFFEL









**NOTICE OF INTENTION:**



NOTICE OF INTENTION FOR THE PROPOSED CONSTRUCTION OF A NEW BUILDING ON THE SITE OF THE EXISTING BUILDING AT 128 & 65 PATTERSON STREET, PERTH WEST.

Section 128 and 65 of the Planning and Development Act 2005 (the Act) provide for the construction of a new building on the site of the existing building at 128 & 65 Patterson Street, Perth West. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres.

Section 128 and 65 of the Planning and Development Act 2005 (the Act) provide for the construction of a new building on the site of the existing building at 128 & 65 Patterson Street, Perth West. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres.


Please be advised that the development must be completed within the time period specified in the Act. The Act provides for the construction of a new building on the site of the existing building at 128 & 65 Patterson Street, Perth West. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres. The proposed building is a new building with a total floor area of 1,200 square metres.

Approved: [Name] / [Title]  
Contact Number: [Number]  
E-mail: [Email]  
P.O. Box: [Box Number]



**NOTICE OF INTENTION:**

NOTICE OF INTENTION FOR THE PROPOSED CONSTRUCTION OF A NEW BUILDING ON THE SITE OF THE EXISTING BUILDING AT 4691, 4692, 4693, AND 4694 PATTERSON STREET, PERTH WEST.



11.1.10 **APPLICATION FOR THE RELAXATION OF THE STREET BUILDING LINES ON ERF 68, VINETA**  
(C/M 2026/03/26 - V 68)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.6** page **39** refers.

---

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

**1. Purpose**

The purpose of this submission is to seek Council's consideration for the "special consent" to relax the street building lines from five (5) metres to zero (0) metres on Erf 68, Vineta to enable the construction of a carport.

**2. Introduction and Background**

An application for consent to relax the street building line from five (5) metres to zero (0) metres on Erf 68, Vineta was received by the Town Planning Department, submitted by Mr Pierre C. Gouws on behalf of the registered owners, Mr Andre and Mrs Anna Sophia Barnard.

The owners propose to construct a carport along the common boundary with the adjoining property, Erf 69, Vineta, to align with and visually integrate with the existing garage structure on the neighbouring erf, which is situated approximately two (2) metres from the street boundary.

The proposed relaxation is necessitated by the need to accommodate an off-road caravan and trailer with an approximate overall height clearance requirement of 2.5 metres, which cannot be accommodated within the existing garage due to height limitations. The caravan is fully equipped with high-value fittings and equipment and therefore requires covered, off-street parking to protect it from exposure to adverse coastal weather conditions.

The proposed carport will be used exclusively for parking and sheltering purposes and will not be converted into habitable space. The structure will be erected in compliance with the applicable building regulations, zoning provisions, and municipal by-laws. No permanent works are proposed that would adversely affect neighbouring properties, public services, or municipal infrastructure.

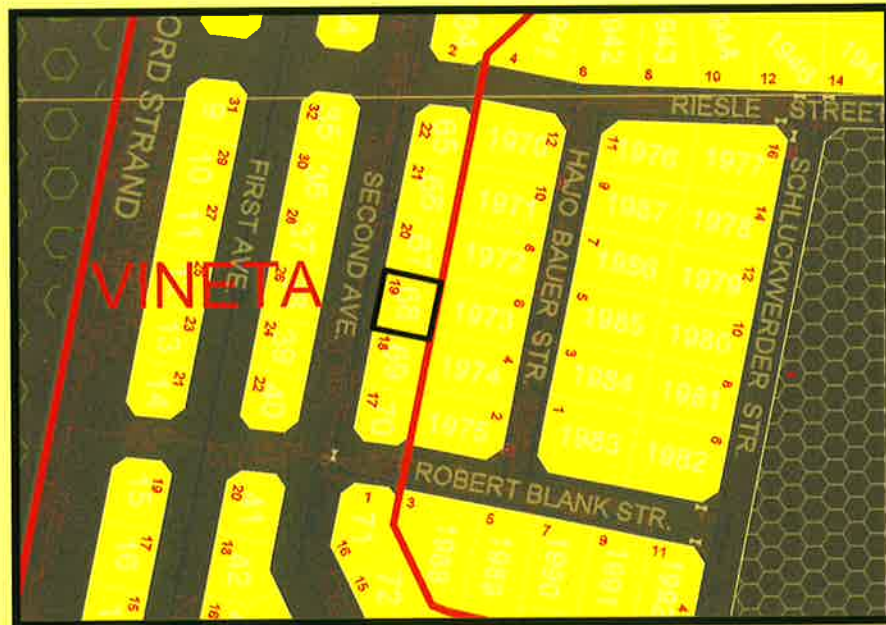
It is against this background that the application is submitted for consideration. The application documentation is attached hereto as **Annexure A**.

**3. Ownership**

The ownership of Erf 68, Vineta vests in Mr Andre and Mrs Anna Sophia Barnard as indicated in the Deed of Transfer T2149/2004.

**4. Zoning, Locality and Size**

Erf 68, Vineta, is in Second Avenue. The erf is zoned "single residential" with a density of 1:600 and measures approximately 622m<sup>2</sup> in extent.



## 5. Discussion

In terms of Clause 5(A)2.4(a)(i) and (iii) of the Swakopmund Zoning Scheme No. 12, no building, permanent structure or portion thereof, other than boundary walls and fences, may be erected within five (5) metres of any street boundary, and in the case of a garage, not closer than five (5) metres from a street boundary or half the height of the building, whichever is greater. These provisions establish mandatory spatial controls intended to protect the public realm, maintain streetscape coherence, and ensure orderly development.

Clause 5(A)2.4(e) further provides that Council may relax these requirements only if it is satisfied that such relaxation will result in no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme. This provision confers a limited and discretionary power, which must be exercised restrictively, consistently, and in alignment with the overall intent of the Scheme. It does not create an automatic entitlement to development rights, nor does it permit departures that undermine core planning principles.

A carport is generally understood in planning and building control practice as a roofed structure intended for the shelter of vehicles, typically open on more than one side and ancillary in nature and is distinguished from a garage by its lightweight construction, limited permanence, and reduced visual and spatial impact. While the Swakopmund Zoning Scheme and the applicable Standard Building Regulations do not contain a standalone definition of a carport, the term is consistently interpreted in accordance with established regulatory practice as a temporary or semi-temporary ancillary structure, subordinate to the primary building.

Upon assessment, it is found that the proposed structure, as described and intended, does not conform to this accepted planning interpretation. The proposal entails the use of permanent structural beams and enclosure elements, resulting in a structure that is substantial in scale, permanent in character, and functionally comparable to a garage or outbuilding, rather than a lightweight carport. The proposed development therefore cannot

reasonably be regarded as a minor or incidental structure capable of justifying exceptional treatment under the Scheme.

Furthermore, the Swakopmund Zoning Scheme does not permit the erection of buildings or permanent structures at zero (0) metres from a street boundary. Street building lines are a fundamental planning control designed to safeguard future road widening and municipal service provision; maintain traffic safety and sight-line requirements, preserve streetscape uniformity and spatial order; and protect the amenity and character of the public environment.

A relaxation to zero metres constitutes a complete removal of the prescribed setback, representing a material and substantial deviation from the Scheme rather than a marginal adjustment. Such an encroachment is inherently inconsistent with the development pattern and spatial framework envisaged by the Scheme and is likely to interfere with neighbourhood amenity as contemplated therein.

The motivation submitted in support of the application is based primarily on private functional convenience, namely the need to accommodate an off-road caravan of a particular height and to protect valuable equipment from weather exposure. While these considerations are noted, they do not amount to planning grounds capable of outweighing the public-interest objectives embodied in the Swakopmund Zoning Scheme. The Scheme does not guarantee development rights based on individual storage or vehicle accommodation needs, particularly where scheme-compliant alternatives may reasonably be pursued.

Approval of the proposed relaxation would further create an undesirable and far-reaching precedent, effectively permitting permanent structures within street building lines under the guise of carports. Such a precedent would undermine the consistent application of the Scheme, weaken enforcement, and expose Council decisions to challenge based on unequal or arbitrary treatment.

Considering the above, it is concluded that the proposed structure does not align with the accepted planning definition, intent, or character of a carport. Additionally, the proposal constitutes a permanent structure rather than a lightweight ancillary use and the requested relaxation represents a substantial departure from prescribed street building line controls. Therefore, Council cannot reasonably be satisfied, as required by Clause 5(A)2.4(e), that the proposed development will result in no interference with neighbourhood amenity as contemplated by the Scheme.

The discretionary power to relax the street building line is therefore not appropriately exercised in this instance, and the application to relax the street building line to accommodate the proposed structure is not supported.

While Council cannot support the proposed relaxation, the applicant may consider alternative options within the prescribed street building line, including:

- *Relocating the carport behind the three (3) metre street building line, using lightweight, open-sided construction subordinate to the primary dwelling with increased internal height to accommodate the caravan.*
- *Reconfiguring on-site parking or driveway layout to accommodate the caravan without encroaching on the street boundary at least at the three (3) meter street building line; or*

- *Converting the existing garage left of the property and to the side of Erf 67 into the storage for the caravan in compliance with coverage, height, and setback controls.*

These alternatives allow for secure off-street vehicle accommodation while maintaining the integrity of the streetscape and complying with Clause 5(A)2.4(a)(i) and (iii) of the Swakopmund Zoning Scheme.

#### 6. **Conclusion**

Having regard to the applicable provisions of the Swakopmund Zoning Scheme, the nature and extent of the proposed development, and the intent of the prescribed street building line controls, it is concluded that the application does not meet the requirements for a relaxation in terms of Swakopmund Zoning Scheme. It is therefore suggested that the application for consent to relax the street building line from five (5) metres to zero (0) metres on Erf 68, Vineta not be supported.

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

##### **RECOMMENDED:**

- (a) **That the application to relax street building lines on Erf 68, Vineta from 5m to 0m for a carport is not supported.**
  - (b) **That the General Manager: Engineering Services be mandated to engage with the applicant on potential alternative options.**
  - (c) **That the applicant considers the following alternatives:**
    - (i) ***Relocating the carport behind the three (3) metre street building line, using lightweight, open-sided construction subordinate to the primary dwelling with increased internal height to accommodate the caravan.***
    - (ii) ***Reconfiguring on-site parking or driveway layout to accommodate the caravan without encroaching on the street boundary at least at the three (3) meter street building line; or***
    - (iii) ***Converting the existing garage left of the property and to the side of Erf 67 into the storage for the caravan in compliance with coverage, height, and setback controls.***
  - (d) **That the applicant be informed of this decision and of their rights that they may 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.**
-

**ANNEXURE A - APPLICATION FORM**

P. Gouws

P.O. Box 1569

Swakopmund

14 January 2026

The Chief Executive Officer  
Swakopmund Municipality

**APPLICATION FOR THE RELAXATION STANDARDS TO ERRECT A CARPORT ON ERF 68, VINETA,  
SWAKOPMUND**

Dear Sir/ Madam,

I hereby apply on behalf of Mr. and Mrs. Barnard, the lawful owners of the property situated at No.19, Second Avenue, Erf 68, Vineta, Swakopmund, for permission to erect a carport on the above-mentioned property.

I am authorised to act on behalf of the above-mentioned owners in this matter.

I hereby respectfully request permission to construct a carport on his property located at No.19 Second Avenue, Erf 68, Vineta, Swakopmund.

The location of the proposed carport is situated next to the neighbouring property (Erf 69) to blend in with the existing neighbouring garage which is practically built 2 (Two) meter from the street boundary line. The reason is to accommodate an off-road caravan and trailer off which the ground clearance is in the access of 2,5 meters and therefore cannot fit in the garage (The existing garage cannot accommodate such vehicle due to its height). The caravan is fully equipped with expensive equipment and therefore needs to be parked under a roof in order to keep the harsh weather elements at bay.

The proposed carport will be used solely for the parking and protection of his off-road caravan and trailer. The structure will be constructed in accordance with the applicable building regulations, zoning requirements, and municipal by-laws. No permanent alterations will be made that may negatively affect neighbouring properties or public infrastructure.

Attached are the plans together with the adjacent property owner's consent for your perusal.

I undertake to obtain all necessary approvals and inspections before commencement of construction and to ensure that the work complies fully with approved plans and regulations.

Yours sincerely



Pierre C. Gouws

621113 0017 9

Tel.: +264 (0) 81 128 1221

[gouws@swakopmund.na](mailto:gouws@swakopmund.na)

**On behalf of:**

Mr. and Mrs. Barnard

Tel.: +264 (0) 81 700 0362

[barnardturk@yaboo.com](mailto:barnardturk@yaboo.com)



RELAXATION FORM

MUNICIPALITY SWAKOPMUND

(064) 4104421 / 4104417 / 4104418 / 4104404 53 SWAKOPMUND  
 0888518137 Namibia

APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO: 68	CONSENTERS ERF NO: 69
Suburb <i>VINETA</i>	Street Address: <i>Second Avenue</i>
Particulars of Owner: <i>M. &amp; Mrs. Brouwer</i>	
Name of Owner: <i>B. J. B.</i>	
Name of Authorized Person: <i>P. Brouwer</i>	
Postal Address (Owner): <i>8020s, Ouyning Windhoek</i>	
Tel. No (Owner): <i>081 200 0362</i>	
E-mail Address (Owner): <i>brouwer@vineta.com</i>	

Application for relaxation of: (Please tick appropriate)  
 (The written consent of the adjacent neighbors and a signed site plan must attached)

A. Building Lines:

- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From: *3* meter to: *0* meter
- For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Street Building Line (Garage)  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter

B. Boundary Wall Height:

- For the relaxation of Rear Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Boundary wall  From: *2.25* meter to: *2.4* meter (*concrete*)
- For the relaxation of Street Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter

C. Relaxation of setback - 1<sup>st</sup> or 2<sup>nd</sup> Floor

- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter

D. Relaxation of Building Height: (Indicate)

A site building plans, signed by the relevant affected neighbors must be attached, indicating the Plan number, dated \_\_\_\_\_

(Plan must show, at least, existing site building lines and existing buildings, the location, height, use, design and extent of encroachment of proposed buildings.)

E. Relaxation of Garages (Maximum 100m<sup>2</sup>)

- For the relaxation of Garages  From: \_\_\_\_\_ m<sup>2</sup> to: \_\_\_\_\_ m<sup>2</sup>

F. As Built Plans

- Yes  No

Reasons for the relaxation

*To provide suitable carport to accommodate Carper Vehicle*

.....  
 SIGNATURE OF APPLICANT or  
 DULY AUTHORIZED PERSON  
 WITH POWER OF ATTORNEY

.....  
 DATE

*18 January 2026*

**CONSENT FROM ADJOINING OWNER / NEIGHBOUR (NO TENANTS) FOR THE RELAXATION OF DEVELOPMENT STANDARDS**

I Therinus Huijers the owner of erf no. 69 Extension/Suburb East, Vredes  
 P O Box No 4488, Winerville have scrutinized and signed the building plan  
 no. AB/V-68 (VI) prepared by Messrs P. G. G. G.  
 and  object  do not object (mark with an "X" which is applicable) against the proposed encroachment/  
 relaxation of development standards on erf no. 68 being the following:

(PLEASE TICK APPROPRIATE)

- Building Lines T. Huijers  
Signature of Owner
- Double Storey within relaxed Building Lines Signature of Owner
- Relaxation of Boundary Wall Height T. Huijers (owner)  
Signature of Owner
- Relaxation of Building Height Signature of Owner
- Relaxation of Garages Signature of Owner

**REMARKS/REASONS:**

T. Huijers SIGNATURE      Therinus Huijers FULL NAME      13 January 2026 DATE

Contact Details: Tel. No / Cell Phone: 081 769 0222 / 055 553 2410  
 NB: Please attach certified copy of Identity document of the owner of erf.

OFFICE USE ONLY			
TOWN PLANNING SCHEME REGULATIONS – REPORT			
Zoning of Erf:			
Notice Number:			
Comments:			
Recommended:	YES / NO	TOWN PLANNING	
		NAME	SIGNATURE      DATE
Recommended:	YES / NO	PROJECTS	
		NAME	SIGNATURE      DATE
Approved:	YES / NO	GENERAL MANAGER: ENGINEERING & PLANNING SERVICES	
		NAME	SIGNATURE      DATE



MUNICIPALITY SWAKOPMUND

(064) 4104421 / 4104417 / 4104418 / 4104404  
0886519137

53 SWAKOPMUND  
Namibia

APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO: 68	CONSENTERS ERF NO: MUNICIPALITY
Suburb: <i>Vindua</i>	Street Address: <i>Seema Avenue</i>
Particulars of Owner: <i>MR &amp; MRS BRUNNEN</i>	
Name of Owner: <i>D. 170</i>	
Name of Authorized Person: <i>P. GARDIS</i>	
Postal Address (Owner): <i>2296 OLYMPIA WINDHUK</i>	
Tel. No (Owner): <i>081 700 0362</i>	
E-mail Address (Owner): <i>brunnen@munisw.com</i>	

Application for relaxation of: *(Please tick appropriate)*

*(The written consent of the adjacent neighbors and a signed site plan must attached)*

A. Building Lines:

- For the relaxation of Rear Building Line  From \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Street Building Line  From: 5 meter to 0 meter
- For the relaxation of Street Building Line (Garage)  From: \_\_\_\_\_ meter to \_\_\_\_\_ meter

B. Boundary Wall Height:

- For the relaxation of Rear Boundary wall  From \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Lateral Boundary wall  From \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Street Boundary wall  From: 1.8 meter to 2.6 meter *(ceiling)*

C. Relaxation of setback - 1<sup>st</sup> or 2<sup>nd</sup> Floor

- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From: \_\_\_\_\_ meter to \_\_\_\_\_ meter
- For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to \_\_\_\_\_ meter

D. Relaxation of Building Height: (Indicate)

A site building plans, signed by the relevant/affected neighbors must be attached, indicating the Plan number: \_\_\_\_\_  
dated: \_\_\_\_\_

*(Plan must show: at least, existing site building lines and existing buildings; the location, height, use, design and extent of encroachment of proposed buildings.)*

E. Relaxation of Garages (Maximum 100m<sup>2</sup>)

- For the relaxation of Garages  From \_\_\_\_\_ m<sup>2</sup> to \_\_\_\_\_ m<sup>2</sup>

F. As Built Plans

- Yes  No

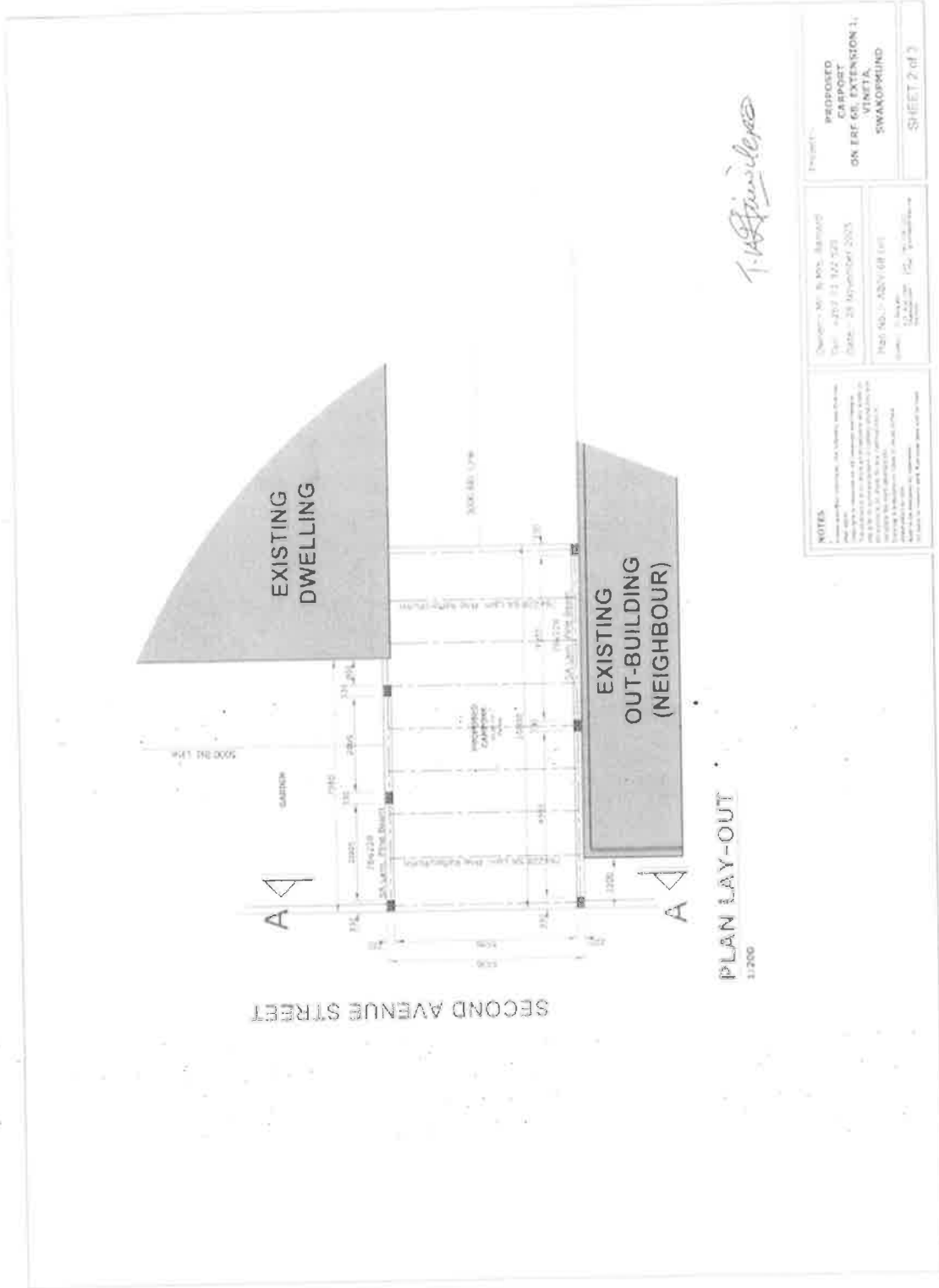
Reasons for the relaxation

*To provide access to accommodate larger vehicles*

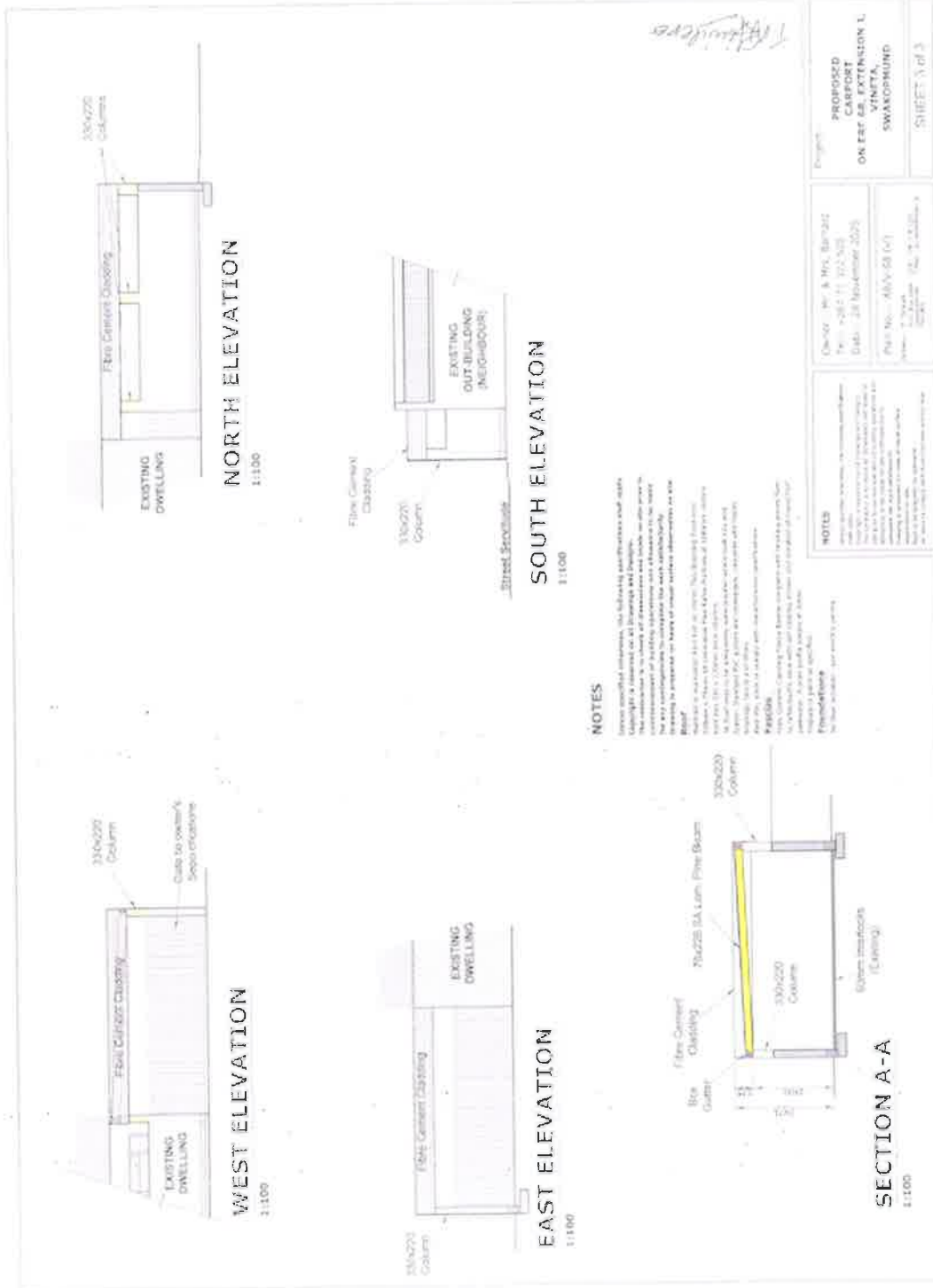
*P. Gardis*  
SIGNATURE OF APPLICANT or  
DULY AUTHORIZED PERSON  
WITH POWER OF ATTORNEY

*13 January 2026*  
DATE





<p><b>NOTES</b></p> <p>1. All dimensions are in millimetres unless otherwise stated.</p> <p>2. The client is responsible for ensuring that the proposed work complies with all applicable laws, regulations, and codes of practice.</p> <p>3. The client is responsible for obtaining all necessary permits and approvals from the relevant authorities.</p> <p>4. The client is responsible for ensuring that the proposed work is carried out in accordance with the approved plans and specifications.</p> <p>5. The client is responsible for ensuring that the proposed work is completed within the agreed time and budget.</p>	<p>Designer: Mr. T. W. Spindler                  Title: Architect                  Date: 20 November 2025</p> <p>Project: PROPOSED CARPORT ON ERF 66, EXTENSION 1, VIKRETA, SWAKOPPOORT</p>	<p>Sheet: 2 of 2                  SHEET 2 of 2</p>
---	---	--



Prepared by me

*[Signature]*  
CONVEYANCER  
SWANEPOEL A

- REVENUE NS10
- REVENUE NS20
- REVENUE NS30
- REVENUE NS40
- REVENUE NS50
- REVENUE NS60
- REVENUE NS70
- REVENUE NS80
- REVENUE NS90
- REVENUE NS1000

078 Plat 2004 - B 50/14, 2004  
 with sub-division  
 N\$ 400 000-00  
 N\$ 50 000-00  
*[Signature]*

21 OCT 2004 11 00:17  
 of 505 pages  
*[Signature]*

*See register of mortgages in Part 1*

DR VEDR. KRUGER & BARTMANN  
 Attorneys, Notaries and  
 Conveyancers  
 P O BOX 864  
 WINDHOEK

DEED OF TRANSFER 2149 *[Signature]*

BE IT HEREBY MADE KNOWN:  
 (ENSBREIFUS JOHANNES LUTHEMANN)

THAT ANDRÉ SWANEPOEL  
*Deputy*

appeared before me, Registrar of Deeds at Windhoek, he the said Appearer, being duly

authorised thereto by a Power of Attorney granted to him by

MARIA CATHARINA VAN WYK  
 Born on 26 DECEMBER 1931  
 UNMARRIED

dated 21 APRIL 2004 and signed at WINDHOEK

page two

AND THE SAID APPEARER declared that his Principal had truly and legally sold on the 18 DECEMBER 2003

and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, as and on behalf of

ANDRE BARNARD

Born on 12 APRIL 1956

And

ANNA SOPHIA BARNARD

Born on 31 JULY 1959

Married in community of property to each other

Their Heirs, Executors, Administrators or Assigns

CURTAİN	ERF NO. 68 VINEJA
SITUATE	In the Municipality of SWAKOPMUND Registration Division "G" ERONGO REGION
MEASURING	622 (SIX TWO TWO) Square metre
FIRST TRANSFERRED	by Deed of Transfer No. T102/1956, with General Plan No. 1/1953, relating thereto
AND HELD	by Deed of Transfer No. T145/1997.
A. SUBJECT	to the condition created in Government Grant No. 25/1935, namely:  That the Administrator may at any time and in any such manner and under such conditions as he may think fit, resume for public purposes the whole or any portion of the land hereby granted, subject to the payment of such compensation as may be agreed upon or in default of such agreement as may be determined by arbitration.
B. FURTHER SUBJECT	to the conditions imposed by the Administrator by virtue of Proclamation No. 40 of 1954, and created in Deed of Transfer No. T102/1956, namely:-

Y

11.1.11

**APPLICATION FOR RELAXATION OF LATERAL BUILDING LINE ON ERF 9769, SWAKOPMUND, EXTENSION 39**

(C/M 2026/03/26 - E 9769)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **8.7** page **52** refers.

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

The purpose of this submission is to seek Council's consideration for the "special consent" to relax the lateral building line from three (3) metres to zero (0) metres on Erf 9769, Swakopmund Extension 39.

**2. Introduction and Background**

An application for consent to relax the lateral building line from three (3) meters to zero (0) for the erect of a four-bedroom outbuilding unit, on Erf 9769, Swakopmund was received by the Town Planning Department from Messrs Ipufidi Investments.

One of the neighbours objected against the proposed development and it is for this reason that the application for the building line relaxation is being submitted to the Management Committee for consideration. The application is attached as **Annexure A**.

**3. Ownership**

The ownership of Erf 9769, Swakopmund Extension 39 currently vests in Asser Ngula.

**4. Locality, Zoning and Size**

Erf 9769, Swakopmund is situated in Omuhama Street and is zoned "Single Residential" with a density of 1:600 and measures approximately 750m<sup>2</sup> in extent.



Figure 1: Locality of Erf 9769, Swakopmund

## 5. Zoning Scheme Provisions

In terms of Clause 5, sub-clause (A) 2.4 of the Swakopmund Zoning Scheme stipulates that:

### 2.4 Building lines

- (a) No building, permanent structure or portion thereof, except for boundary walls and fences, may be erected on the site within:
- (i) 5 metres from any street boundary;
  - (ii) 3 metres from any rear boundary;
  - (iii) 3 metres from any side boundary; and
  - (iv) 5 metres in the case of a garage from any street boundary or half the height of the building, whichever is greater.
- (e) The Council may relax these requirements if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.

## 6. Neighbours' Consent and comments

The owner of Erf 9769, Swakopmund Extension 39 consulted his neighbours, to obtain their consent on the intention to apply for the building lines. The two have granted their consents, except for Erf 9770, Swakopmund. The owner of Erf 9770, Swakopmund Extension 39 that borders with Erf 9769, Swakopmund on the west, has registered her objection against the proposed development encroaching the building line from 3m to 0m.

The neighbour's grounds of the objection have been summarized below and attached together with the application as **Annexure A**. It is for this reason that the application for building line relaxation is being submitted to the Management Committee for consideration.

- That she will not grant consent for any construction against her boundary wall.
- She further centred her argument around privacy invasion for herself and her tenants, devaluing of her property, and reduction of enjoyment and intended use of the property.
- That ten bedrooms cannot reasonably be presented as an accommodation for a private family residence but is far more likely that the rooms are intended to house the students or rental purposes linked to the new research centre.
- The construction work previously done at Mr. Ngula's residence disturbed the neighbours due to irregular hours, and
- Loss of residential character as Mr. Ngula has three separate gate entrances for a single residential property.

## 7. Evaluation

The objector stated that she refused her neighbour's consent to build against her boundary, which is a clear indication that the applicant is not building on the neighbor's wall but against the wall. He remains within his property, just encroaching the lines that were meant for municipal services.

In the past, building lines accommodated services. However, now, in recently established townships, all municipal services lines are running through the streets.

On privacy, she stated that she built a high boundary wall to prevent the invasion which can be regarded as a mitigation measure to the concern she raised. She mentioned that her tenants' privacy will be invaded, which means she also has tenants but has a problem with her neighbor building for rental purposes, as she alleged. Nonetheless, the proposed building plans do not have any direct windows into the Erf 9770, Swakopmund. Additionally, the regulations stated that no windows to be placed closer to 1.5m from boundary.

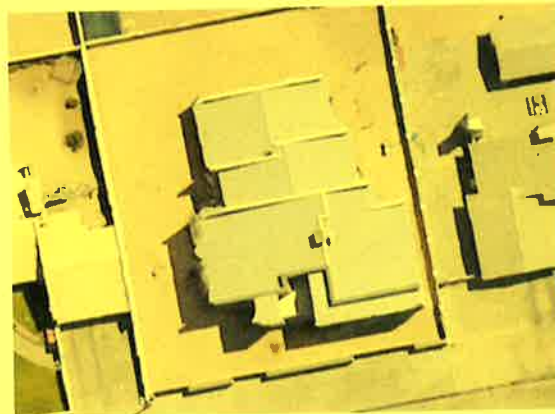
Property values have been seen to increase rather than to decrease as a result of increased development.

In terms of the Swakopmund Zoning Scheme, there is no limitation on number of rooms. Instead, the scheme regulates the size of the outbuilding, that it must not exceed 50% of the total floor area of the main building, excluding garages. According to the plans submitted, the total floor area for the existing main house is 408m<sup>2</sup> (ground floor 194m<sup>2</sup> + first floor 214m<sup>2</sup>) of which 50% is 204m<sup>2</sup> and the outbuilding is 126m<sup>2</sup>, meaning that there is still 78m<sup>2</sup> unutilized.

The concern would rather be the number of toilets, however, according to the sewer technician, the proposed development is residential in nature and will include ten (10) toilets. Under normal residential usage, this number of sanitary fixtures does not constitute an excessive discharge load. A 110 mm uPVC sewer pipe laid at a minimum gradient of 1:60 is compliant with standard domestic drainage practice and is hydraulically adequate to accommodate the anticipated sewer discharge.

On the disturbance of neighbours during construction, this is a temporary phase, however if the noise is too excessive, the contractor can be restricted to work daytime hours and use noise-reducing equipment if possible.

The three gates from one street frontage are complaint to the scheme provisions. Only when an erf has more than one street frontage (corner erf) that access to the erf is obtained from the street (s) determined by Council and such determination is made before the approval of the building plans. According to the plans submitted, only two gates are indicated, however the google earth picture shows three. The plans must be rectified to reflect what is on the ground.





The Municipal Council remains committed to fair and lawful application of all provisions under the regulations; the Council is also committed to ensure that all community members of the town are accorded the same opportunity to enjoy their property benefits. The proposed development falls within the perimeters of the scheme therefore denying the applicant an opportunity to develop his property and utilize it to its maximum potential, while still complaint to the laws, will not be fair.

#### 8. Conclusion

The proposed relaxation for the lateral building line on Erf 9769, Swakopmund Extension 39 will not have significant negative impact and no interference with the amenities of the neighbourhood. Therefore, it can be supported.

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

#### **RECOMMENDED:**

- (a) **That the lateral building line on the western boundary of Erf 9769, Swakopmund Extension 39 be relaxed from three (3) metres to zero (0) metres.**
  - (b) **That the building plans submitted be revised by the applicant to the true reflection of number of gates on the ground before its approval.**
  - (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.**
-

ANNEXURE A- APPLICATION



MUNICIPALITY OF SWAKOPMUND  
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



+264 64 410 4400 | www.municipalityofswakopmund.na | P.O. Box 53, Swakopmund, Namibia

APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO:	9769	CONSENTERS ERF NO:	9770
Suburb:	Oscar's View	Street Address:	
Particulars of Owner:			
Name of Owner:	RISSEL NGULA		
Name of Authorized Person:	NE KONJENI		
Postal Address (Owner):	SWAKOPMUND		
Tel. No. (Owner):	0812459579		
E-mail Address (Owner):	Vision@plans@gmail.com		

Application for relaxation of: (Please for approval later)  
(The written consent of the adjacent neighbors and a signed site plan must attached)

- A. Building Lines:**
- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
  - For the relaxation of Lateral Building Line  From: 3 meter to: 0 meter
  - For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
  - For the relaxation of Street Building Line (Garage)  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- B. Boundary Wall Height:**
- For the relaxation of Rear Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
  - For the relaxation of Lateral Boundary wall  From: 2,25 meter to: 4,25 meter
  - For the relaxation of Street Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- C. Relaxation of setback - 1<sup>st</sup> or 2<sup>nd</sup> Floor**
- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
  - For the relaxation of Lateral Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
  - For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- D. Relaxation of Building Height: (Indicate)**

A site/building plans, signed by the relevant/affected neighbors must be attached, indicating the Plan number, \_\_\_\_\_ dated \_\_\_\_\_  
(Plan must show, at least, existing site building lines and existing buildings, the location, height, use, design and extent of encroachment of proposed buildings.)

- E. Relaxation of Garages (Maximum 100m<sup>2</sup>)**
- For the relaxation of Garages  From: \_\_\_\_\_ m<sup>2</sup> to: \_\_\_\_\_ m<sup>2</sup>
- F. As Built Plans**
- Yes  No

Reasons for the relaxation

  
SIGNATURE OF APPLICANT or  
DULY AUTHORIZED PERSON  
WITH POWER OF ATTORNEY

12/07/2025  
DATE

**CONSENT FROM ADJOINING OWNER / NEIGHBOUR (NO TENANTS) FOR THE RELAXATION OF DEVELOPMENT STANDARDS**

Petré von Zyl the owner of erf no. 9770 Extension/Suburb 39 Ocean View

P.O. Box No. N/A have scrutinized and signed the building plan

no. \_\_\_\_\_ prepared by Messrs Biser Ngula

and  **object**  **do not object** (mark with an "X" which is applicable) against the proposed encroachment/relaxation of development standards on erf no. 9769 being the following:

(PLEASE TICK APPROPRIATE)

Building Lines

Petré von Zyl  
Signature of Owner

Double Storey within relaxed Building Lines

Signature of Owner

Relaxation of Boundary Wall Height

Signature of Owner

Relaxation of Building Height

Signature of Owner

Relaxation of Garages

Signature of Owner

**REMARKS/REASONS:**

See letter attached please

Petré von Zyl  
SIGNATURE

Petré von Zyl  
FULL NAME

18 Sep 2025  
DATE

Contact Details: Tel. No / Cell Phone: .....  
NB: Please attach certified copy of Identity document of the owner of erf.

OFFICE USE ONLY			
TOWN PLANNING SCHEME REGULATIONS - REPORT			
Zoning of Erf:			
Notice Number:			
Comments:			
Recommended:	YES / NO	<b>TOWN PLANNING</b>	
		NAME	SIGNATURE
Recommended:	YES / NO	<b>PROJECTS</b>	
		NAME	SIGNATURE
Approved:	YES / NO	<b>GENERAL MANAGER: ENGINEERING &amp; PLANNING SERVICES</b>	
		NAME	SIGNATURE

**Jennifer Batley**

---

**From:** Petre van Zyl <petre.van.zyl@gmail.com>  
**Sent:** Thursday, 18 September 2025 9:29 am  
**To:** Jennifer Batley, Johannes Heita  
**Subject:** Formal Objection to Proposed Construction Adjacent to My Property

Dear Mr. Haita and Mrs. Batley,

I am writing to formally register my objection to the proposed construction by Mr. Asser, who intends to build a four-bedroom apartment directly behind his existing six-bedroom double-story house, situated on Erf 9769, which is adjacent to my property on Erf 9770.

In the past, he attempted to construct against my boundary wall, and I explicitly refused consent. Despite this, he has again presented plans to build directly against my wall. I reiterate in the strongest terms that I do not and will not grant consent for any construction against my boundary wall—now or in the future.

I have already invested considerable money into improving my property, including N\$30,000 in recent renovations and additional costs to raise my boundary wall specifically for privacy. I will not accept a situation where cars and tenants frequently move along this wall, as it undermines my investment, the privacy, and the peace of my property. My backyard is already overshadowed by his large house, and further construction will directly reduce the value, enjoyment, and intended use of my property.

While Mr. Asser has claimed that the building will be for his family, his previous actions suggest otherwise. He has advertised other properties for short-term rentals, and it is far more likely that these units are intended for student housing or rental purposes linked to the new research center on Henties Bay Road. Ten bedrooms on a single erf cannot reasonably be presented as accommodation for a private family residence. This is a residential area, not a commercial rental zone, and municipal rules must be applied fairly and consistently to all residents.

Previous construction by Mr. Asser's builders was also carried out at irregular hours, disrupting the entire neighborhood. Furthermore, my tenant has expressed concerns that what has been described as a "gym with a balcony" is in fact being used as a bedroom overlooking my backyard, which is a direct invasion of my privacy. I intend to build a swimming pool in my yard, but this would expose me and my tenants to unacceptable intrusion from his tenants.

I also request clarification on an additional matter: is it permissible for a single property to have three separate gate entrances? As far as I am aware, only one is allowed, yet Mr. Asser has three. This issue further contributes to the disruption and loss of residential character in our neighborhood.

Please also note: I have explained on multiple occasions that I live and work in the United States and do not maintain a P.O. Box in Namibia. Registered letters sent to me will not reach me, and I will only be available by email. I recently discovered that a letter regarding his previous plans had already been

returned to the municipality, which could have resulted in approval without my knowledge. This is unacceptable and raises serious concerns about due process.

For clarity, and to prevent any future misunderstandings: no construction will be allowed against my boundary wall under any circumstances. I will never change my position on this matter. Allowing such a project would not only violate my rights as a homeowner but would also significantly diminish the value of my property.

Finally, I wish to confirm that I will personally deliver a hard copy of my original objection form to Mrs. Batley before I return to the United States. At the same time, I will also submit the objection form of Mr. Jansen van Vuuren, another immediate neighbor, who likewise did not receive official notification of these plans.

I trust that these objections will be duly noted, and that municipal regulations will be applied fairly and consistently.

Sincerely,  
Petré van Zyl  
Owner – Erf 9770

**Petré van Zyl**

Municipality of  
Swakopmund,  
P.O. BOX 53  
SWAKOPMUND,  
NAMIBIA

Dear Sir

I Mr. Asser Ngula the owner of Erf 9769 Swakopmund here by formally reply to my neighbours objections regarding the development of my property. I have numbered the neighbours objections and below each objection my response is highlighted in Yellow.

1. "I am writing to formally register my objection to the proposed construction by Mr. Asser, who intends to build a four-bedroom apartment directly behind his existing six-bedroom double-story house, situated on Erf 9769, which is adjacent to my property on Erf 9770.
  - I am not aware of the limitation on numbers of rooms that one is permitted to have on their properties. Maybe complainant is better suited to point it out in the Town Planning Scheme of Swakopmund municipality.
2. In the past, he attempted to construct against my boundary wall, and I explicitly refused consent. Despite this, he has again presented plans to build directly against my wall. I reiterate in the strongest terms that I do not and will not grant consent for any construction against my boundary wall—now or in the future."
  - The complainant needs to be made aware that we also have rights to develop our property and such rights should also be protected and not solely determined by them. Such construction will be done within our property.
3. I have already invested considerable money into improving my property, including NS30,000 in recent renovations and additional costs to raise my boundary wall specifically for privacy. I will not accept a situation where cars and tenants frequently move along this wall, as it undermines my investment, the privacy, and the peace of my property. My backyard is already overshadowed by his large house, and further construction will directly reduce the value, enjoyment, and intended use of my property.
  - Considering that my neighbours walls are high as highlighted in their objection, how will my intended construction on my own boundary wall intrude on their privacy, and in no way does the improvement of my property affect the complainants valuation of their property, one could argue that the improvement of my property actually elevate the valuation of properties within the area.

4. While Mr. Asser has claimed that the building will be for his family, his previous actions suggest otherwise. He has advertised other properties for short-term rentals, and it is far more likely that these units are intended for student housing or rental purposes linked to the new research center on Henties Bay Road. Ten bedrooms on a single erf cannot reasonably be presented as accommodation for a private family residence. This is a residential area, not a commercial rental zone, and municipal rules must be applied fairly and consistently to all residents.

- The complainant's reasoning of me advertising other properties for short term rentals has nothing to do with the property in question, the plan is drawn up in compliance with the Swakopmund Municipalities Town Planning scheme, and all the complaints reasonings as far as we see them are just speculations and it seems like they are just objecting for the sake of objecting.
- There are other properties within the area that have built until the boundary wall but we hardly hear of noise complaints or invasion of privacy.
- The complainant's house is also been used as a rental property yet they have issues with people using their property to generate an income, which we have never indicated to be our plan.

5. Previous construction by Mr. Asser's builders was also carried out at irregular hours, disrupting the entire neighborhood. Furthermore, my tenant has expressed concerns that what has been described as a "gym with a balcony" is in fact being used as a bedroom overlooking my backyard, which is a direct invasion of my privacy. I intend to build a swimming pool in my yard, but this would expose me and my tenants to unacceptable intrusion from his tenants.

- What I chose to utilize the rooms in my property is up to me and this has no bearing on this application, in fact I have also turned my dining area into a seating room, how is that an issue for a plan that was legally approved by council, it's up to my discretion to utilize the rooms in my property as I see fit for as long as it's not for illegal activities or activities that are not permitted by council.

6. I also request clarification on an additional matter: is it permissible for a single property to have three separate gate entrances? As far as I am aware, only one is allowed, yet Mr. Asser has three. This issue further contributes to the disruption and loss of residential character in our neighborhood.

- The complainant needs to familiarize themselves with the Municipalities rules, one is able to apply for additional entrances from council if one wishes to do so. You might consider it as loss of residential character but we consider it as a necessity for our livelihood and ease of access to our property.

7. Please also note: I have explained on multiple occasions that I live and work in the United States and do not maintain a P.O. Box in Namibia. Registered letters sent to me will not reach me, and I will only be available by email. I recently discovered that a letter regarding his previous plans had already been returned to the municipality, which could have resulted in approval without my knowledge. This is unacceptable and raises serious concerns about due process.

➤ The Municipality has on previous occasions indicated that they do not consider plans sent via email to be a legal tender of communication regarding this process, hence we took the legal tender of registered mail as per details available on the municipality system.

8. For clarity, and to prevent any future misunderstandings: no construction will be allowed against my boundary wall under any circumstances. I will never change my position on this matter. Allowing such a project would not only violate my rights as a homeowner but would also significantly diminish the value of my property.

➤ The complainant does not seem to be aware that we also have rights to develop our property within the confines of the law and municipality regulations. I therefore urge council to approve our plans. Other neighbours have also signed off on our plans, despite the complainant contacting to object. They have seen that the objections are speculative and do not hold any water.

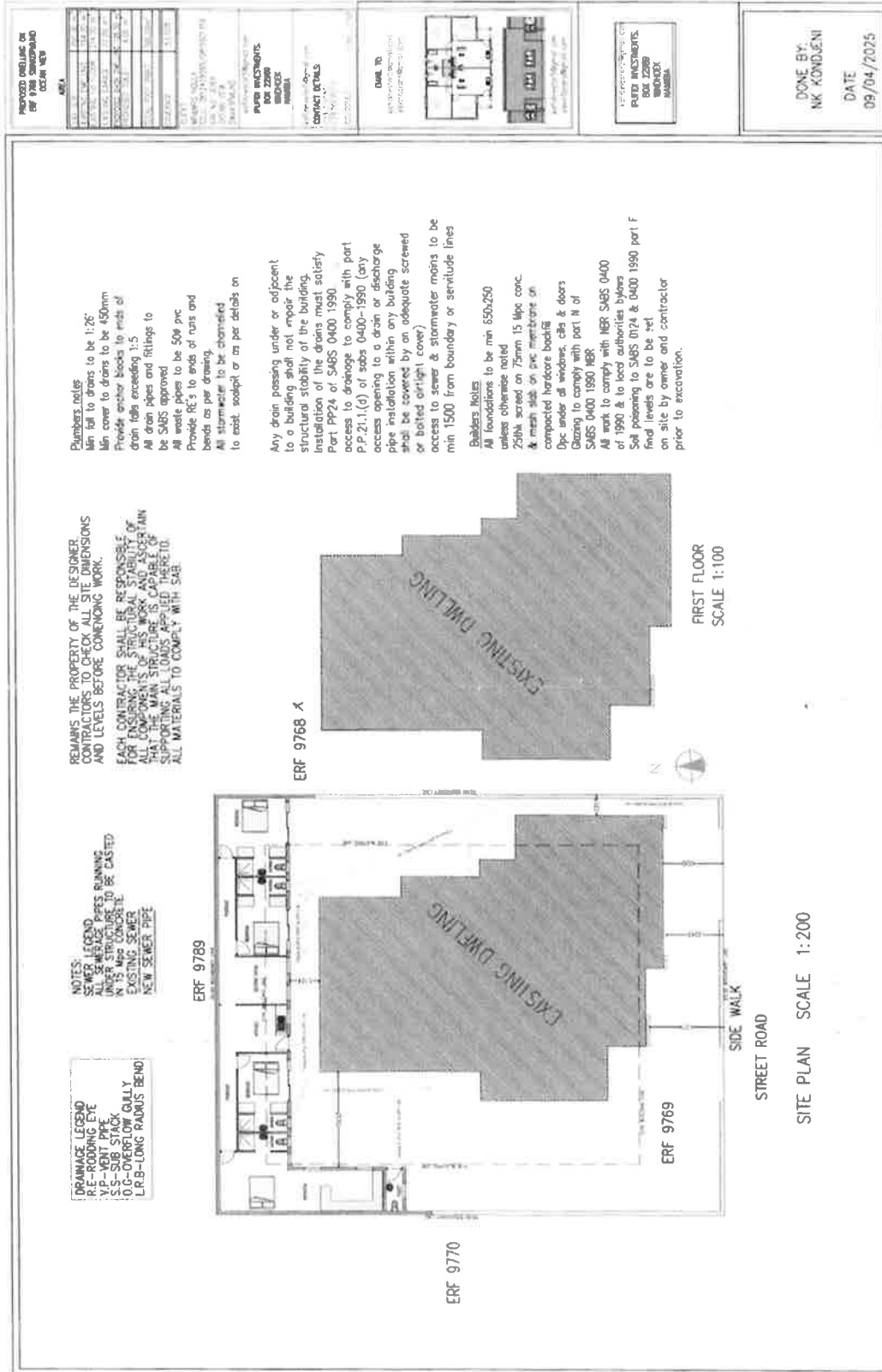
9. Finally, I wish to confirm that I will personally deliver a hard copy of my original objection form to Mrs. Batley before I return to the United States. At the same time, I will also submit the objection form of Mr. Jansen van Vuuren, another immediate neighbor, who likewise did not receive official notification of these plans.

➤ Please note all neighbours were sent letters with plans via registered mail and receipts from the post office will be attached to plans that we will be submitting to council as proof.

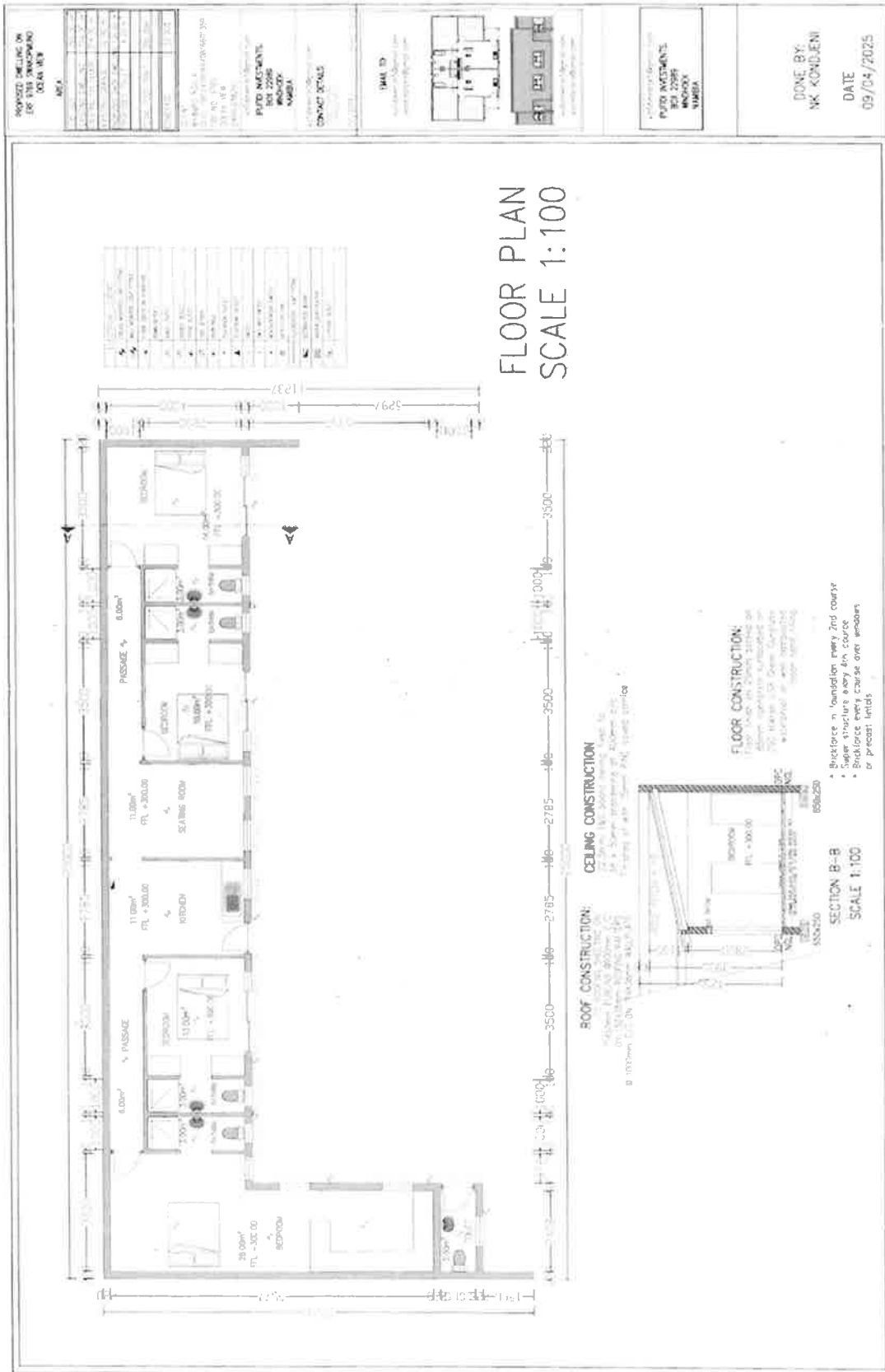
➤ I therefore advise council to carefully look at the reasons for objection from the complainant and make an informed decision. One must consider that the neighbor in question is renting out their property for an income yet they speculate that, should we in future have tenants they will be noisy and intrude on their privacy, yet we have accepted that they have tenants.

Sincerely,  
Mr & Mrs Ngula

12/01/2026



DONE BY:  
INK KONDJENI  
DATE  
05/04/2025



11.1.12

**WRITING OFF REDUNDANT VEHICLES & MATERIAL: WATER & SEWERAGE SECTION**

(C/M 2026/03/26 - 17/2/5/1)

Ordinary Management Committee Meeting of 12 March 2026, Addendum 10.5 page 64 refers.

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

The below vehicles and material from Sewerage Works & Water Works Section have become redundant and thus need to be written off and sold at the next public auction.

Fleet No.	Reg. No.	Make	Model
<b>Water Works</b>			
WA 0034	N 6055 S	ISUZU KB200i	2009
<b>Sewerage Works</b>			
SE 0242	N 6613 S	Nissan Tanker	2012
SE 0299	N 19636 S	HINO SEWER JETTER 500/1626	2014
SE 0059	N 4432 S	Isuzu Carrier	2008

Quantity	Description	Location
1	Grundfos 43kW S/N 174219 - Pump	Pump Station 1 (Jetty Pump station)
1	Grundfos 43Kw S/N 174218- Pump	
1	Sulzer 45kW S/N 0003012 - Pump	
1	Brush Cutter - STIHL FS 250 FSE 0437	

**B. After the matter was considered, the following was:-****RESOLVED: (For Condonation By Council)**

- (c) That the following old and redundant vehicles and material from the Sewerage Works & Water Works Section be written off and sold at the next public auction:

Fleet No.	Reg. No.	Make	Model
<b>Water Works</b>			
WA 0034	N 6055 S	ISUZU KB200i	2009
<b>Sewerage Works</b>			
SE 0242	N 6613 S	Nissan Tanker	2012
SE 0299	N 19636 S	HINO SEWER JETTER 500/1626	2014
SE 0059	N 4432 S	Isuzu Carrier	2008

Quantity	Description	Location
1	Grundfos 43kW S/N 174219 - Pump	Pump Station 1 (Jetty Pump station)
1	Grundfos 43Kw S/N 174218- Pump	
1	Sulzer 45kW S/N 0003012 - Pump	
1	Brush Cutter - STIHL FS 250 FSE 0437	

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

11.1.13 **IDENTIFICATION, SUBDIVISION AND REGISTRATION OF LAND FOR THE ESTABLISHMENT OF A TRUCK PORT**  
(C/M 2026/03/26 - 17/1/4/2/1/12)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **10.3**  
page **30** refers.

---

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

1. **Purpose**

This item was discussed at the Investment Coordination Committee on **12 November 2025** under item 8.1 and is now submitted to the Management Committee.

The purpose of this submission is to initiate consideration and discussion of the subdivision and registration of portions of land for the establishment of a truck port guided by the provisions of the 2020 - 2040 Structure Plan.

2. **Introduction**

Various applications were received in the past for the allocation of land for the establishment of a truck port and submitted to the Planning Forum/Management Team Meetings at the time.

Although the concept of inviting development proposals and the method of allocation was discussed as early as 2014, the matter was held in abeyance pending the approval of the Structure Plan 2020-2040.

It is therefore now time to consider the following:

- 2.1 Suitable Portion / Portions for Subdivision and required professional assessment survey
- 2.2 Applications Received
- 2.3 Method for the future allocation

3. **Current Situation**

3.1 **Suitable Portion of Land in terms of the Structure Plan 2020-2040**

In terms of the 2020 - 2040 Structure Plan, land is identified measuring approximately 20 ha (200 000m<sup>2</sup>) for the purpose of establishing a truck port.

Quoted from the said plan:

Gateways

The structure plan hereby recommends 3 gateways for Swakopmund located at the first main intersections of the town with "Welcome to Swakopmund" signage in the *existing precinct*. These are:

- B2 – located at the first main intersection as you enter the town from Arandis. This is an important intersection as it connects the *future precinct* area north of the B2 to the Small holdings and the river south of the B2. As such it boosts the potential of the industrial area by connecting the national railway line to the national road. This gateway thus includes a 20 hectare **truck port**.

On **30 September 2025** the General Manager: Engineering & Planning Services confirmed that the area identified in the Structure Plan is suitable.

In terms of Council's Property Policy, the minimum requirement for the sale of land is that a Surveyor-General diagram is in place. This is to ensure the correct property description, location and size. Attached as **Annexure "A"** is the map from the said plan.

It is therefore required that the Management Committee recommends the most suitable option for the location and size of a truck port, taking into consideration the sizes indicated by the applications listed below under point 3.2.3.

The Council's decision for the establishment of a truck port at the dry-port will therefore have to be repealed (Council's decision made on **27 February 2020** under Item 11.1.2, point (j)):

of the Environmental Management Act of 2001.

- (j) That the truck port site be located in the vicinity of the dry port.

### 3.2 **Appropriate Site**

Following the discussions at the Investment Coordination Committee the most appropriate site is the site identified with a red G on the structure plan. Swakopmund is rapidly expanding and the land north of the B2 immediately after the bridge will be prime residential land in future. G provides sufficient space for trucks to cross the B2 with plenty of visibility of r approaching and departing vehicles. Attached as **Annexure "A"**.

It is proposed to subdivide two portions:

- ① a site to the south of the B2 will be frequented by traffic from Usakos,
- ② whereas the one located to the north of the B2 might not be that popular as drivers fuelled most probably in Swakopmund or Walvis Bay.

A Council decision is required in order for the Planning Section to attend to the subdivision of suitable portions of land (20 hectares in total).

### 3.3 **Applications Received**

- 3.3.1 The submission for the establishment of a truck port was prompted following a meeting/presentation held on **07 October 2025** by Mr Ryno du Preez and Ms Ciske Howard for the allocation of land for the construction and management of Vista Truck Port.

It was stated at the meeting that Council in the past received various similar applications, but the applicants were informed that the matter is held in abeyance pending the approval of the Structure Plan 2020 - 2040.

- 3.3.2 Therefore letters dated **08 October 2025** was issued to the applicants to reply by **31 October 2025** confirming their interest to pursue their applications and to indicate the following:

1. *Size of the portion of land required.*
2. *Proof of funding for the project.*
3. *The founding statement / registration document for the entity in which you apply.*

The applicants were cautioned that the purpose of this letter is solely to assess the interest in order to identify a portion of land and attend to the subdivision thereof. And that it is Council's discretion to decide whether to consider private treaty applications or to invite development proposals for this venture.

Listed below are the applicants to who letters were issued:

	<b>Date of Application</b>	<b>Applicant</b>	<b>Confirmation of intention to pursue</b>
1	07 Feb 13	Achim Lorenz	
2	11 Nov 14	Swakopmund Executive Trading Fifty CC	
3	27 Feb 15	Ellied Investment Pty Ltd (Ms M Beuthin)	Received 29 October 2025
4	29 April 15	Sky-Way Investments (Mr O Mendes)	Received 27 October 2025
5	18 Jun 15	ICV Trading Enterprise CC	Received 31 October 2025
6	18 Jun 15	Groenewald Trading Enterprise CC	
7	17 May 17	Capricorn Estate Agency for Breezy Investment CC	
8	17 Jul 17	Evergreen Investments 111 CC	
9	12 Jun 18	Brabus Trading CC (Mr D Kazimbu)	
10	10 Aug 18	Shab Oils & Fuel (Mr David Ipinge)	
11	29 Jan 19	Mr Kaaili Kennedy	
12	08 Aug 19	Oasis Service Centre CC (Mr Lance Hauuanga)	Received 30 October 2025
13	08 Sep 20	Translogistics Trading Enterprise CC (Ms E Shangula)	

With regard to the chronological order of the receipt of applications, Council's Property Policy provides as follows:

Although Council will attend to applications for the sale or lease of land chronologically according to the date of receipt of the application, the consideration thereof will be based on merit, in Council's discretion acting in good faith.

3.3.3 Below are the applicants who replied by **31 October 2025** and the sizes required is listed for interest sake as the Structure Plan provides for 20 ha:

	<b>Date of Initial Application</b>	<b>Date of Confirmation of Interest</b>	<b>Applicant</b>	<b>Entity</b>	<b>Size Required</b>	<b>Annexure</b>
1	14 Aug 25	13 Oct 25	Mr Ryno du Preez for Vista Truck Port	Not stated.	100 000 000m <sup>2</sup> 227 500m <sup>2</sup> (latter indicated in presentation = 22.75 ha)	"B"
3	27 Feb 15	29 Oct 25	Ellied Investment (Pty) Ltd (Ms M Beuthin, now Labuschagne)	Beucorp Property Developers (Pty) Ltd	60 000m <sup>2</sup> = 6 ha	"C"
4	29 Apr 15	27 Oct 25	Sky-Way Investments (Mr O Mendes)	Sky-Way Investments CC	15 000m <sup>2</sup> = 1.5 ha	"D"
5	18 Jun 15	31 Oct 25	ICV Trading Enterprise CC (Mr I Vries)	ICV Trading Enterprise CC	50 000m <sup>2</sup> to 60 000m <sup>2</sup> = 5 ha to 6 ha	"E"
6	08 Aug 19	30 Oct 25	Oasis Service Centre CC (Mr Lance Hauuanga)	Oasis Service Centre CC	30 000m <sup>2</sup> =3 ha	"F"

Only the cover letters are attached. Detailed information is available on file.

Following the discussions at the Investment Coordination Committee meeting of **12 November**, all applicants were informed on **13 November 2025** of the current status of Council's intention to make portions of land available for the establishment of truck ports.

#### 4. **Establishment of a Truck Port in Erongo Region**

On **04 March 2025** under item 11.1.13 the Municipality of Walvis Bay approved the lease of a portion of land measuring 6 ha to NKNO Fuels Namibia (Pty) Ltd.

The location of this truck port is indicated on the map of Geo Pollution Technologies (Pty) Ltd along the D 1983 road leading in a south easterly directly from Walvis Bay in the vicinity of the airport (**Annexure "G"**):

#### 5. **Discussion**

From the above, it is clear that it is necessary to discuss the subdivision of a portion of land for the establishment of a truck port. As the Structure Plan provides for 20 Ha, it can be considered to provide more than 1 site as the sizes indicated by the applicants are mostly smaller in size.

As well as the future sale thereof, by either inviting development proposal at a fixed purchase price, alternatively selling the portion of land by closed bid sale to the highest bidder.

A truck port is a major development requiring serious consideration due to the potential economic, environmental and social impact on the environment and local community, especially if it does not function as anticipated of if it fails.

One of the greatest impacts will be on traffic. It is therefore appropriate for Council to do a survey on the feasibility of the project and suitability of the location. This will entail,

5.1 PRESURVEY PLANNING:

5.1.1 Establishing the objective of the truck port: is it long-haul rest, staging repairs, to address congestion/safety or a mix/combination of the aforesaid, including e.g. storage of containers;

5.1.2 Stakeholders need to be consulted: Walvis Bay Corridor Group, NamPort, TransNamib, trucking / transport companies, e.g.

5.1.3 Analysis of data: existing traffic records and regional development plans (also see the approval by Walvis Bay Municipality under ... above).

5.2 QUANTITATIVE DATA COLLECTION (traffic and location analysis):

5.2.1 Traffic flow studies: Traffic counts at strategic nodes/junctions.

5.2.2 GPS data from companies to identify popular routes, use of unsanctioned parking spots and average travel speeds.

5.2.3 Distance/Node Analysis: Map connectivity focussing on intersections and distance between service points/time between major centres.

5.3 QUALITATIVE DATA (stakeholder interviews):

5.3.1 Conduct interviews with drivers regarding security, amenities and optimal distance intervals, etc and interview industry experts, fleet managers to determine proposed locations.

5.3.2 Evaluate portions of land, infrastructure, road quality, electricity, water and telecommunications, environmental impact assessments

5.4 SITE SPECIFIC TECHNICAL ASSESSMENT

5.5 DATA ANALYSIS AND SITE RANKING

5.5.1 Multi-criteria decision-making  
Rank potential sites based on weighted criteria: distance from centre, road access, society, cost of land, services etc.

5.5.2 Cost benefit analysis, net present value and return on investment per site.

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

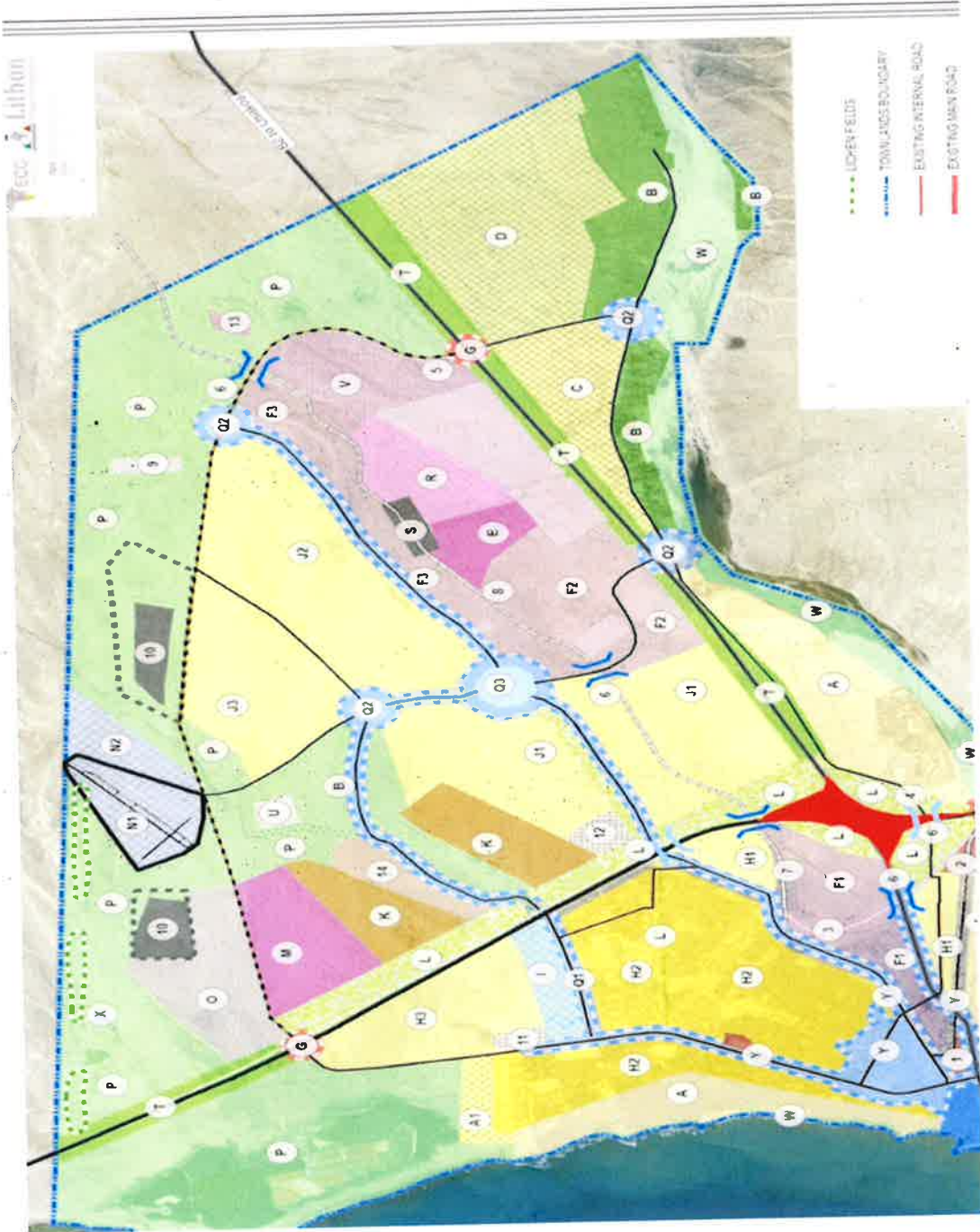
**RECOMMENDED:**

- (a) That Council takes note that provision is made in the 2020 - 2040 Structure Plan for a site for the construction of a truck port.
  - (b) That Council takes note of the applications received to date, the sizes indicated by them and their continued interest to pursue the venture.
  - (c) That Council considers the following:
    - (i) *identification of 2 portions of land measuring 10 ha each located on the Structure Plan and indicated as G (circled in red) at the north and south of the B2 for the establishment of truck ports taking into consideration the Structure Plan 2020 - 2040 and guided by the sizes indicated by the interested applicants.*
    - (ii) *that Council promptly appoints a service provider in terms of the Public Procurement Act, Act 15 of 2015 as amended for proper assessment of the location and need based on quantitative and qualitative data studies and the appointment of an environmental practitioner for an EIA.*
    - (iii) *that the Planning Department attends to the subdivision of the portions of land to identify the site with regard to location, size and property description by way of a Surveyor-General approved diagram.*
    - (iv) *the future sale of such established portions of land by inviting development proposals at a fixed purchase price, alternatively selling the portion of land for the purposes of establishing a truck port by closed bid sale to the highest bidder.*
  - (d) That once a site is determined, Council's decision made on 27 February 2020 under Item 11.1.2, point (j) be repealed.
-

**ANNEXURE "A"**

**TRUCK PORT INDICATE BY G (RED CIRCLE)**

- 1. AERIAL PHOTOGRAPH
- 2. AERIAL PHOTOGRAPH
- 3. AERIAL PHOTOGRAPH
- 4. AERIAL PHOTOGRAPH
- 5. AERIAL PHOTOGRAPH
- 6. AERIAL PHOTOGRAPH
- 7. AERIAL PHOTOGRAPH
- 8. AERIAL PHOTOGRAPH
- 9. AERIAL PHOTOGRAPH
- 10. AERIAL PHOTOGRAPH
- 11. AERIAL PHOTOGRAPH
- 12. AERIAL PHOTOGRAPH
- 13. AERIAL PHOTOGRAPH
- 14. AERIAL PHOTOGRAPH
- 15. AERIAL PHOTOGRAPH
- 16. AERIAL PHOTOGRAPH
- 17. AERIAL PHOTOGRAPH
- 18. AERIAL PHOTOGRAPH
- 19. AERIAL PHOTOGRAPH
- 20. AERIAL PHOTOGRAPH
- 21. AERIAL PHOTOGRAPH
- 22. AERIAL PHOTOGRAPH
- 23. AERIAL PHOTOGRAPH
- 24. AERIAL PHOTOGRAPH
- 25. AERIAL PHOTOGRAPH
- 26. AERIAL PHOTOGRAPH
- 27. AERIAL PHOTOGRAPH
- 28. AERIAL PHOTOGRAPH
- 29. AERIAL PHOTOGRAPH
- 30. AERIAL PHOTOGRAPH
- 31. AERIAL PHOTOGRAPH
- 32. AERIAL PHOTOGRAPH
- 33. AERIAL PHOTOGRAPH
- 34. AERIAL PHOTOGRAPH
- 35. AERIAL PHOTOGRAPH
- 36. AERIAL PHOTOGRAPH
- 37. AERIAL PHOTOGRAPH
- 38. AERIAL PHOTOGRAPH
- 39. AERIAL PHOTOGRAPH
- 40. AERIAL PHOTOGRAPH
- 41. AERIAL PHOTOGRAPH
- 42. AERIAL PHOTOGRAPH
- 43. AERIAL PHOTOGRAPH
- 44. AERIAL PHOTOGRAPH
- 45. AERIAL PHOTOGRAPH
- 46. AERIAL PHOTOGRAPH
- 47. AERIAL PHOTOGRAPH
- 48. AERIAL PHOTOGRAPH
- 49. AERIAL PHOTOGRAPH
- 50. AERIAL PHOTOGRAPH
- 51. AERIAL PHOTOGRAPH
- 52. AERIAL PHOTOGRAPH
- 53. AERIAL PHOTOGRAPH
- 54. AERIAL PHOTOGRAPH
- 55. AERIAL PHOTOGRAPH
- 56. AERIAL PHOTOGRAPH
- 57. AERIAL PHOTOGRAPH
- 58. AERIAL PHOTOGRAPH
- 59. AERIAL PHOTOGRAPH
- 60. AERIAL PHOTOGRAPH
- 61. AERIAL PHOTOGRAPH
- 62. AERIAL PHOTOGRAPH
- 63. AERIAL PHOTOGRAPH
- 64. AERIAL PHOTOGRAPH
- 65. AERIAL PHOTOGRAPH
- 66. AERIAL PHOTOGRAPH
- 67. AERIAL PHOTOGRAPH
- 68. AERIAL PHOTOGRAPH
- 69. AERIAL PHOTOGRAPH
- 70. AERIAL PHOTOGRAPH
- 71. AERIAL PHOTOGRAPH
- 72. AERIAL PHOTOGRAPH
- 73. AERIAL PHOTOGRAPH
- 74. AERIAL PHOTOGRAPH
- 75. AERIAL PHOTOGRAPH
- 76. AERIAL PHOTOGRAPH
- 77. AERIAL PHOTOGRAPH
- 78. AERIAL PHOTOGRAPH
- 79. AERIAL PHOTOGRAPH
- 80. AERIAL PHOTOGRAPH
- 81. AERIAL PHOTOGRAPH
- 82. AERIAL PHOTOGRAPH
- 83. AERIAL PHOTOGRAPH
- 84. AERIAL PHOTOGRAPH
- 85. AERIAL PHOTOGRAPH
- 86. AERIAL PHOTOGRAPH
- 87. AERIAL PHOTOGRAPH
- 88. AERIAL PHOTOGRAPH
- 89. AERIAL PHOTOGRAPH
- 90. AERIAL PHOTOGRAPH
- 91. AERIAL PHOTOGRAPH
- 92. AERIAL PHOTOGRAPH
- 93. AERIAL PHOTOGRAPH
- 94. AERIAL PHOTOGRAPH
- 95. AERIAL PHOTOGRAPH
- 96. AERIAL PHOTOGRAPH
- 97. AERIAL PHOTOGRAPH
- 98. AERIAL PHOTOGRAPH
- 99. AERIAL PHOTOGRAPH
- 100. AERIAL PHOTOGRAPH







## Investment Proposal for Truck Port Development in Swakopmund

Submitted to:

Date: August 14, 2025

Swakopmund Investment Coordination Committee  
Swakopmund Municipality – Investment Office  
info.invest@swkmun.com.na

Submitted by:

Ciske Howard  
+264 81 681 7211  
[ciske@hba.com.na](mailto:ciske@hba.com.na)

of

Howard Krogh Architects on behalf of:

Ryno du Preez  
Swakopmund, Namibia  
+264 81 127 9943  
[ryno@africa.com.na](mailto:ryno@africa.com.na)

### 1. Project Proposal

#### Executive Summary

The Truck Port project is a NAD 5 Billion multi-functional logistics and industrial hub in Swakopmund, designed to capitalize on the town's prime coastal location as a gateway to regional and international markets. This development will include heavy industrial spaces, a solar farm, fuel station, container storage yard, truck service center, building rentals, and storage units, spanning 227,500 square meters. By addressing Namibia's high unemployment (36.9% overall, 48% for youth in 2023) and diversifying the economy beyond mining (4.2% GDP growth in 2023), the project will generate significant annual income to assist in the local and national Economic growth.

As a goodwill gesture to the Swakopmund community, the developers will build and develop a dedicated space for the Traffic Police of the Municipality on the section of road before the turn off to Rossmund, encompassing offices, a canteen, bathrooms, showers, and rest areas for officers. This initiative aligns with Swakopmund's investor-friendly environment, smart infrastructure, and booming sectors in tourism, logistics, and the blue economy, positioning the town as a launchpad for prosperity.



### Project Scope & Objectives

The scope encompasses the construction and operation of a comprehensive truck port facility to enhance trade, logistics, and energy production.

Key components include:

Trucking and Parking

Building Rentals

Truck Service Center

Fuel Station

Container Storage Yard

Storage Units

Solar Farm: Generating 2,000,000 kWh annually at 75% capacity.

Objectives:

- Facilitate trade expansion by providing essential logistics infrastructure.
- Create direct and indirect jobs to reduce unemployment and poverty (affecting 17.2% of the population in 2024).
- Promote economic diversification and resilience, aligning with Namibia's Vision 2030.
- Integrate green energy through the solar farm to support sustainable development.

Enhance community goodwill by constructing a Traffic Police facility on the road section before the Rossmund turn-off (approximately 7km from Swakopmund town center, near the Swakop River banks), including offices, canteen, bathrooms, showers, and rest areas for officers.

Investment Structure & Ownership

The primary site is in Swakopmund's undetermined zone, leveraging the coastal location for access to regional markets. The facility will be situated near key transport routes, with proximity to the Walvisbay harbour (approximately 40 minutes away).

As part of the development, the goodwill Traffic Police space will be built on the section of road before the turn off to Rossmund, enhancing road safety and community infrastructure along this asphalt/tarmac access route.



### Socio-Economic Impact (Jobs, Partnerships, etc.)

The project will drive significant socio-economic benefits:

**Job Creation:** Direct jobs during construction (engineers, laborers) and operations (truck drivers, logistics staff, warehouse workers, administrative roles), plus indirect jobs in hospitality, retail, and vehicle repair. With Namibia's unemployment at 36.9%, this could create thousands of opportunities, particularly for youth.

**Poverty Reduction:** Annual income of USD 6,019,452.97 will support sustained employment, lifting families out of poverty and addressing inequality (Gini coefficient of 59.1).

**Economic Diversification:** Revenue from container storage (USD 2,335,135.13 annually) and other streams will stimulate agriculture, manufacturing, and services, boosting GDP beyond mining.

**Community Partnerships:** Collaboration with local authorities, including the goodwill development of a Traffic Police facility (offices, canteen, bathrooms, showers, rest areas) on the road before the Rossmund turn-off, to improve law enforcement and officer welfare. Partnerships with training institutions for workforce development and potential joint ventures in green energy.

**Broader Impact:** Infrastructure upgrades will enhance regional connectivity, such as with the Trans-Kalahari rail project, fostering long-term resilience for Namibia's 3 million people.

## 2. Technical Feasibility Info

### Concept Designs/Plans (If Available)

Preliminary designs by Howard Krogh Architects include site layouts for the 227,500 m<sup>2</sup> facility, incorporating solar panels, storage yards, and service centers. Visual representations depict integrated zones for trucking, fuel, and rentals, with scalable even for sales. Detailed plans will be finalized post-feasibility study, including 3D models and blueprints.

The Traffic Police space will feature modular designs for offices (200 m<sup>2</sup>), canteen (100 m<sup>2</sup>), bathrooms/showers (50 m<sup>2</sup>), and rest areas (150 m<sup>2</sup>), integrated into the road infrastructure.



#### Infrastructure Needs

- Utilities: Upgrades to roads, water, electricity, and sewage to support the facility and solar farm.
- Transport: Enhanced access roads, including the section before Rossmund turn-off for the police facility.
- Energy: Grid connections for solar output and fuel station operations.
- Security: Fencing and surveillance for storage areas.

#### Environmental & Regulatory Considerations

##### Environmental:

Impact assessments for solar farm (minimal emissions) and fuel station (spill prevention). The project promotes green energy, reducing carbon footprint. Mitigation for desert ecosystem, including water conservation near the Swakop River.

##### Regulatory:

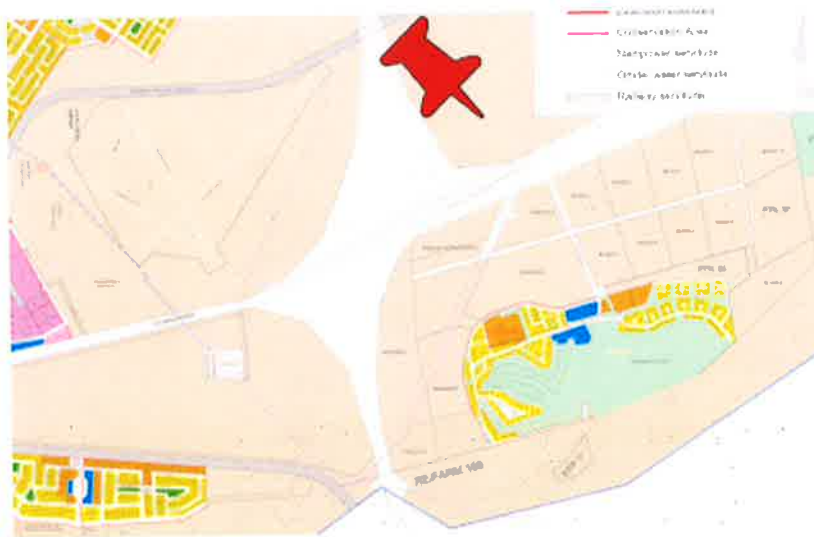
Compliance with Namibian zoning laws for heavy industrial use, building permits, and labor regulations. Approvals from environmental authorities and alignment with Vision 2030. Full feasibility study will address any risks, ensuring sustainability and community benefits.

#### 7. Visual Representation:

(see next page)



Location:



**ANNEXURE "C"****BEUCORP PROPERTY DEVELOPERS (PTY) LTD  
PREVIOUS APPLIED AS ELLIED INVESTMENT (PTY) LTD**

Beucorp Property Developers Pty Ltd

**Beucorp Property Developers (Pty) Ltd**

3757 Gobabeb Avenue, Walvis bay, Namibia  
 Cell: +264 81 146 3770  
 beuthin31@gmail.com

10/10/2025

Chairperson, Members of the Council  
 Swakopmund Town Council  
 C/o St & Daniel Kamho Ave., Rakotoka Ave.  
 Swakopmund, Namibia

**FOR THE ATTENTION OF: The Chairperson and Honourable Councilors**

**SUBJECT: FORMAL PROPOSAL AND EXPRESSION OF INTEREST FOR LAND ALLOCATION – SWAKOPMUND TRUCK  
 PORT (Follow-up to Application by Ellied Investment (Pty) Ltd)**

Honourable Chairperson, Members of the Council,

**1. Introduction & Background**

We are writing to formally express our continued and reinforced interest in acquiring a portion of land, either by private treaty or development proposals as the Council sees fit, within the strategic development area outlined in the Swakopmund Expansion Plan 2020 to 2040, for the development of a modern, fully integrated Truck Port.

This proposal serves as a direct follow-up and continuation of an initial application submitted on **09 March 2015**, under the entity name **Ellied Investment (Pty) Ltd** and as a response to the letter sent to Ms M Beuthin, now Ms M Labuschagne, dated 08 October 2025 with reference number 17/1/4/2/1/12. The vision for this project has remained consistent, and we now wish to advance this process with renewed vigor under our current and operational entity, **Beucorp Property Developers (Pty) Ltd**.

We have studied the updated Swakopmund Expansion Plan with great interest and believe that our proposed development aligns perfectly with its objectives for sustainable economic growth, job creation, and enhanced infrastructure. This project aims to directly address the growing need for dedicated services for the vital logistics and transport industry that utilizes the Trans-Kalahari Highway (B2).

Through our sister company Beucorp Trading (Pty) Ltd, we are already operating a staging yard for trucks loading at one of the fuel depots in Walvis Bay. This has given us valuable experience and understanding in what the drivers need after a long journey and what will attract them to a truck port. We also understand the process of managing a yard used by drivers as an overnight stop.

## 2. Proposed Location

The desired location for this flagship project is at the entrance of the new industrial area, directly accessible from the B2 highway. This position is strategically critical as it is the first point of contact for traffic entering Swakopmund's industrial and commercial zone and traffic heading to and from the Port of Walvis Bay. Placing a Truck Port here ensures high visibility, easy access for heavy vehicles without the need to navigate deeper into urban areas, and establishes Swakopmund as a forward-thinking, logistics-friendly destination. This proposed location is at the sole discretion of the Council's approval, based on the overall town planning strategy. We will also accept any other location the Council deems fit for this purpose.

## 3. The Vision: "Kwag-ees" Swakopmund Truck Port

Our vision is to create more than just a parking facility; we aim to establish a comprehensive, secure, and comfortable one-stop solution for truck drivers, transport companies, and the surrounding businesses. We plan to create a flagship destination brand for Namibia, inspired by globally renowned models like 'Buc-ee's' in the United States. Our brand, to be named "Kwag-ees," will symbolize a benchmark for cleanliness, extensive offerings, and exceptional service. The core components of our proposed development are detailed in the enclosed Conceptual Project Overview and include:

- **Fuel Station:** We have initiated advanced discussions with **Puma Energies Namibia** to partner on the development of a state-of-the-art, high-capacity fuel station.
- **OK Convenience Store:** A modern, well-stocked convenience store of approximately **1,500m<sup>2</sup>**.
- **Vehicle Service & Maintenance Hub:** Including a mechanic workshop and a dedicated truck parts retailer.
- **Driver Amenities:** Clean ablution facilities, rest areas, and food outlets to combat driver fatigue.
- **Secure Truck Parking:** Safe, well-lit, and designated overnight parking with CCTV.

## 4. Land Requirement

To successfully accommodate this comprehensive suite of services and allow for future scalability, we request the allocation of a land portion from the Council.

- A size of **20,000m<sup>2</sup>** has been identified as the minimum viable area to develop the core components of this project effectively.
- However, a larger portion of approximately **60,000m<sup>2</sup>** would be strongly preferred. The additional space would allow for more expansive parking, enhanced manoeuvring room for large vehicles, space for potential

Beucorp Property Developers Pty Ltd



future expansions (such as warehousing or container depots), and the creation of better buffer zones. We respectfully submit the final size to the wise discretion of the Council for approval, based on the overall town planning strategy. Below figures to show the requested location



- We are open to any recommendations from the Council in regard to available size that can better align with our request and the Swakopmund Expansion Plan 2020 to 2040.

#### 5. Alignment with Swakopmund's Growth Objectives

This project directly supports the Swakopmund Expansion Plan by:

- **Economic Development:** Creating numerous permanent jobs.
- **Infrastructure Enhancement:** Providing critical support infrastructure for the transport corridor.
- **Improved Road Safety:** Offering a designated rest stop to reduce driver fatigue.
- **Urban Management:** Reducing congestion and inappropriate parking of heavy vehicles in urban areas.
- **Attracting Investment:** Signalling Swakopmund's commitment to the logistics sector.
- **Attracting Tourism:** The Kwag'ees brand will become a destination in itself, attracting not only trucks but also tourists and local residents, stimulating further economic activity.

#### 6. Next Steps and Conclusion

We are highly enthusiastic about the opportunity to partner with the Swakopmund Town Council in realizing this transformative project. As the successor entity to Ellied Investment (Pty) Ltd, Beucorp Property Developers (Pty) Ltd is prepared to move forward immediately with detailed architectural plans, environmental impact assessments, and further feasibility studies upon the in-principal approval of our land request.

Beucorp Property Developers Pty Ltd



---

Please see attached:

- Annexure A for the Conceptual project overview
- Annexure B sent separately, the Letter of commitment and intent from our financier
- Annexure C sent separately, our Founding statement with BIPA

Thank you for considering this proposal. We are confident that the Swakopmund Strategic Truck Port will become a valuable asset to the town and its people, and we look forward to your positive response.

Yours in the development of Swakopmund,

A handwritten signature in black ink, appearing to read "M. Labuschagne", written over a dotted horizontal line.

Mariette Labuschagne  
Director  
Beucorp Property Developers (Pty) Ltd

---

---



Investment cc

Municipality of Swakopmund  
Ms. Stephny Bruwer  
Corporate Officer : Property /Corporate Services  
P.O.Box 53  
Swakopmund  
Namibia

Your Ref: Expression of Interest – Truck Port

Dear Ms. Bruwer

**RE: PURCHASE OF PORTION OF GROUND FOR A TRUCK PORT**

In response to your email sent to me on October 30<sup>th</sup>, asking if I am still interested in purchasing a piece of land for the construction of a truck port as per my application 29<sup>th</sup> April 2015, Yes I can confirm that I am still interested to purchase a piece of land for the construction a truck port.

I would also like to mention that I am pleased that after all these years our Honorable Councillors have finally decided to approve a piece of land for the construction of a truck port, something that is long overdue in our beautiful town of Swakopmund.

1. Regarding the size of land required for the truck port, from the wide experience I have in the industry I would say that the minimum land required would be 10 000 sqm, it all depends what one would like to intergrade in the truck stop, e.g ( overnight truck parking, toilets showers, truck fuel stop, truck tyre repairs and wheel alignment, truck wash, convenience store, entertainment area for drivers ect.) if this all to be build as one I would say minimum 15 000 sqm.
2. Concerning the proof of funding for the project Sky-Way investment cc is the proudly owner of 9 service stations across Namibia and all these sites were build with 70 to 80% with company own funds and plus minus 20 to 25% financial institution funds and if we would have the opportunity to purchase the land for the truck port, the construction thereof would be base in the same criteria.
3. The founding statement and well as the fuel wholesaler documents will be submitted as part of this document.

Your favorable consideration on purchasing the piece of land would be highly appreciated

Yours Faithfully

**ANNEXURE "E"**  
**IVC TRADING ENTERPRISES CC**

17/1/4/2/1/12

ICV Trading Enterprises CC  
P.O. Box 4718  
Vineta  
30 October 2025  
Land No. 1.051.316/1/12

Office of the Chief Executive Officer  
Municipality  
Swakopmund.

Attention: Mr. Haingura

APPLICATION TO PURCHASE UNSERVICED LAND FOR SERVICE STATION AND TRUCK PORT

Your letter dated 08 October 2025 ref. No. 17/1/4/2/1/12 bears reference.

"We received the abovementioned letter with appreciation. We also take note of your request to us as listed 1,2 and 3 of your letter. As you correctly mentioned in your letter, our last communication was on 07 July 2015, hence it put us in an awkward position to provide you with proof of payment by 31 October 2025, however the proof of funding will be provided on later stage.

The size of the land of this venture will be approximately 5 - 6 Ha. Exact size will be provided at later stage.  
Kindly find the founding statement / registration document for the entity as Annexure "A"

We thank you in advance.

Yours faithfully,

  
Mr. Immanuel Vries



17/1/4/2/1/12

**OASIS SERVICE CENTRE CC.**

P O BOX 1162 SWAKOPMUND  
CELL NO 0811 277 004 / 0811 623 997  
EMAIL [marievdw31@gmail.com](mailto:marievdw31@gmail.com)

30 October 2025

CHIEF EXECUTIVE OFFICER  
P O. BOX 53  
SWAKOPMUND  
NAMIBIA



Dear Sir

**RE: APPLICATION TO PURCHASE VACANT PLOT FOR TRUCK PORT AND SERVICE STATION**

Your letter dated 8 October 2025 with reference no. 17/1/4/2/1/12 by Ms S Bruwer refers

We herewith confirm that we are still very interested in purchasing a portion of vacant area, between the last bridge leaving Swakopmund and the road block for a truck port

The area we are interested in, is indicated on the diagrams attached.

The information requested is as follows:

1. The size of the area that we apply for is 3 hectares
2. Proof of funding for the project is attached
3. The founding statement of the entity is also attached herewith.

If any other information is needed, please let us know.

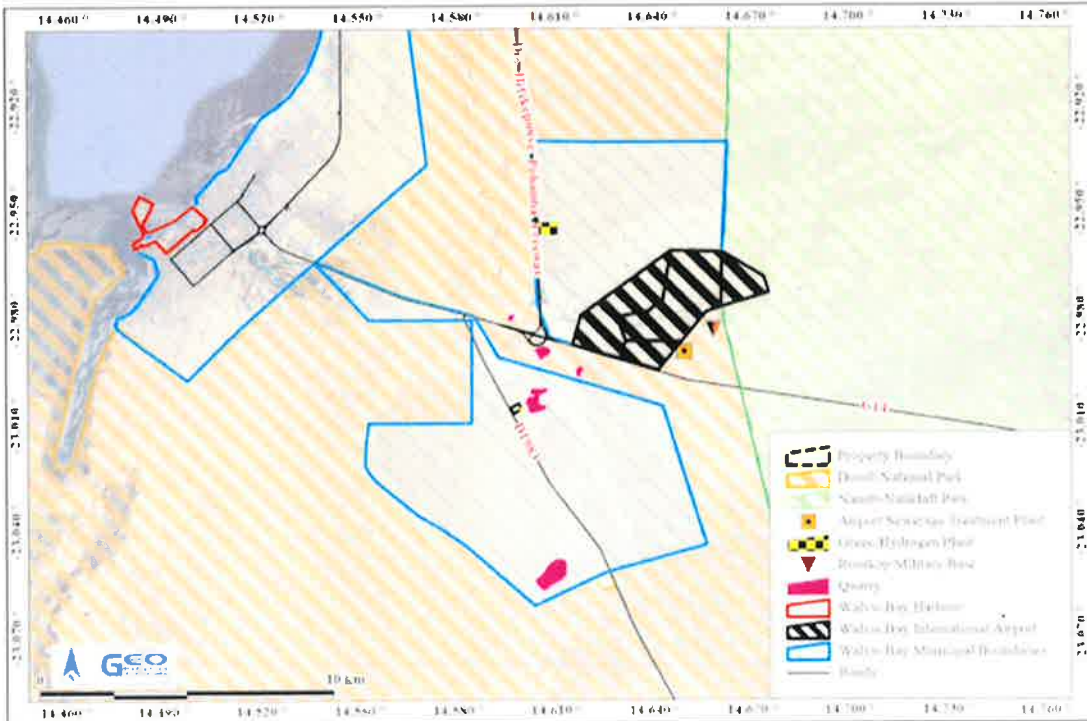
Yours faithfully,

.....  
FOR: OASIS SERVICE CENTRE CC

**ANNEXURE "G"**

**LOCATION OF TRUCK PORT SITE APPROVED BY WALVIS BAY MUNICIPALITY**

**Copyright** Copyright on this document is reserved. No part of this document may be utilised without the written permission of Geo Pollution Technologies (Pty) Ltd.



11.1.14 **ERONGO RED : REMOVAL OF DIRECTORS**  
(C/M 2026/03/26 - 9/1/4/12)

**Ordinary Management Committee Meeting of 12 March 2026**, Addendum **10.6**  
page **03** refers.

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

**BACKGROUND**

Erongo RED is owned by ten shareholders, with the majority interest held by the municipalities of Walvis Bay and Swakopmund. The shareholding distribution is as follows:

- Walvis Bay: 49.87%
- Swakopmund: 28.49%
- Karibib: 1.44%
- Omaruru: 1.84%
- Henties Bay: 4.63%
- Usakos: 1.26%
- Arandis: 1.66%
- Uis: 0.35%
- Erongo Regional Council: 0.32%
- Nampower: 10.14%

**Board of Directors**

The Board of Directors consists of eight members. Walvis Bay and Swakopmund each nominate two directors, while the other six directors represent the remaining shareholders.

Directors serve a term of three (3) years and may be elected for an additional term. However, the current directors' term of office will expire only during 2027, and they are not eligible for re-election. There is a preference for appointing directors with backgrounds in senior management, such as engineering or accounting.

**Role of the Board of Directors**

1. Approve, monitor and provide guidance on the strategic planning process. The Chief Executive Officer and the senior management team will have direct responsibility for the ongoing strategic planning process and the establishment of long-term goals for the Corporation, which are to be reviewed and approved not less than annually by the Board of Directors. The Board will provide guidance to the Chief Executive Officer and senior management team on the Corporation's ongoing strategic plan. The Board will establish annual performance objectives against which to measure corporate and executive performance. Based on the reports from the Chief Executive Officer, the Board will monitor the success of management in implementing the approved strategies and goals.
2. Identify the principal risks of the Corporation's business and use reasonable steps to ensure the implementation of appropriate systems to manage these risks, and attempt to achieve a proper balance between the risks incurred and

the potential return to shareholders.

3. Delegate to the Chief Executive Officer the authority to manage and supervise the business of the Corporation, including making of all decisions regarding the Corporation's operations that are not specifically reserved to the Board of Directors under the terms of that delegation of authority. Determine what, if any, executive limitations may be required in the exercise of the authority delegated to management, and in this regard approve operational policies within which management will operate.
4. Take reasonable steps to ensure the Corporation has management of the highest caliber. The Board of Directors will satisfy itself that executive compensation is linked appropriately to corporate performance. This responsibility is carried out primarily through the appointment of the Chief Executive Officer as the Corporation's business leader. The Board will assess, on an ongoing basis, the Chief Executive Officer's performance against criteria and objectives established by the Board from time to time. The Board will also use reasonable steps to ensure that the Chief Executive Officer has in place adequate programs to recruit, retain, develop and assess the performance of senior management.
5. Approve the Corporation's annual financial plans.
6. Oversee the integrity of the Corporation's internal control and management information systems.
7. Ensure that the Chief Executive Officer and the senior officers maintain and monitor compliance with the Corporation's Code of Business Conduct by all employees of the Corporation.
8. Approve the Corporation's communications policy. The Board of Directors will monitor the policies and procedures that are in place to provide effective and timely communication by the Corporation with its shareholders, the Board and with the public generally, including effective means to enable shareholders to communicate with senior management and the Board. The Board will also monitor the policies and procedures that are in place to maintain a strong, cohesive and positive image of the Corporation with shareholders, the oil and gas industry, governments and the public generally. The Board will put in place the appropriate measures for the receipt of shareholder feedback.
9. Require that the Board be kept informed of the Corporation's activities and performance and take appropriate action to correct inadequate performance.
10. Provide for the independent functioning of the Board of Directors. The Board will put in place appropriate procedures to enable the Board to function independently of management at such times as is desirable.
11. Require the individual directors to be prepared for each Board of Directors and Committee meeting by having read the reports and background materials provided for the meeting and to maintain an excellent Board of Directors and Committee meeting attendance record (the target is 100%).
12. Consultation with representatives of the Shareholders before a Board of Directors meeting is essential.

13. Feedback by the individual Directors after each Board of Directors meeting is very important to keep the shareholders well informed of the latest developments.

### **Timing and Location of Board Meetings, and Time Commitment**

The board normally meets as the occasion requires. Meetings take place as indicated per notice with at least one sitting per year.

### **Remuneration**

The board determines the level of remuneration paid to its members within any limitations imposed by shareholders.

### **Committee Involvement**

Board committees are formed when it is efficient or necessary to facilitate effective decision-making. The board's present standing committees are the audit, remuneration and nomination committees.

### **Confidentiality**

All information acquired during appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

---

### **Attached, Shareholders Agreement between Council & Erongo RED (Annexure A)**

---

Council at its Ordinary Council Meeting held **25 March 2021**, under item **11.1.1** file 11/1/4/17 resolved:

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

- (a) *That Council approves the replacement of the current appointed Directors on the board with the following members of Public:*
- *Mr Eiconia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.*
  - *Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.*
- (b) *That these replacements be affected immediately.*
- (c) *That the current appointed directors on the board for Swakopmund Municipality be informed accordingly.*

Council at its Ordinary Council Meeting held **2 April 2024**, under item **11.1.4** file 11/1/4/17 resolved:

---

- (a) That the information submitted on the appointment Council's Board of Directors, be approved and that feedback be provided to Council on a regular basis.
- (b) That the Board of Directors be retained for the final 3-year term.
- (c) That, in future, Council's representation in Erongo RED's Board of Directors be advertised with specific criteria.

### **PROCEDURE FOR REMOVAL OF DIRECTORS**

Section 4.3.1.6 of the Shareholders Agreement makes provision for the removal of directors by the Shareholders. It stipulates the following:-

**"Any SHAREHOLDER, after informing the other SHAREHOLDERS, is entitled by written notice to the Company to remove any such director appointed by it and to replace any such director who is so removed or who ceases for any other reason to be a director."**

With reference to of Erongo RED Board of Directors Charter, item 3 the:-

### **COMPOSITION**

- 3.1 The composition of the board shall consist of nine (9) members as prescribed by the provisions in the Shareholders agreement and will be non-executive Directors, excluding the Chief Executive Officer who is a non-voting ex officio director. The Board will define, and will continuously review, its skill requirements and communicate this to the Shareholders The board will seek augment its skills as require based on the exiting skills.
- 3.2 The composition of the Board should, in terms of good governance principles, collectively include, but are not limited to the following mandatory and/or preferred professional skill sets:
  - (i) *Electrical Engineering (with experience in Project Management, Energy and the Electricity Distribution supply Industry);*
  - (ii) *Account, Finance Audit & Economics.*
  - (iii) *Human Resources*
  - (iv) *Law including experience in Corporate Governance & ESG;*
  - (v) *Public Administration with experience in Stakeholder Engagement*
  - (vi) *Local & Regional Government experience*
- 3.3 Directors will be nominated for appointments to the Board based on their identified skills, knowledge and experience to meet the needs of the board. The identification and appointment of Directors will be done in line with the Shareholder's agreement
- 3.4 In terms of clause 4.3.1.1 of the Shareholders Agreement a shareholder may appoint a substantive director and an alternat director for each director appointed.

---

Attached, Erongo RED board of Directors - Charter (**Annexure B**)

---

At its meeting held on 18 February 2026, the Management Committee considered the matter of representation on the Erongo RED Board of Directors. Following deliberations, the Committee identified suitable individuals who meet the requirements and possess the necessary expertise to represent the Shareholder on the Board.

A letter signed by the Chairperson of the Management Committee, Councillor Shivute A. Angula, dated 9 March 2026, confirms the outcome of these deliberations.

The following individuals have been identified for appointment as directors to the Erongo RED Board:

- *Mr Wilfried Otto Groenewald*
- *Mr Ismael N Kalipi*

The alternate directors for the above appointees will be identified and submitted to the Management Committee for consideration and approval at a later stage.

---

**Attached:** Letter submitted by the Chairperson of Management Committee, Councillor Shivute A Angula (**Annexure C**)

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

**RECOMMENDED:**

- (a) **That Council approves the recall and removal of the following Directors and alternate Directors currently representing the Swakopmund Municipal Council on the Erongo RED Board of Directors:**
    - *Mr Martin Tjipita (Substantive Director)*
    - *Mr Sam Januarie (Substantive Director)*
    - *Mr Edwin Tjiriange (Alternate)*
    - *Mr David Dhila (Alternate)*
  - (b) **That Council approves the appointment of Mr Wilfried Otto Groenewald and Mr Ismael N. Kalipi as substantive Directors to represent Swakopmund Municipality on the Erongo RED Board of Directors.**
  - (c) **That a written notice be submitted to Erongo RED and the other shareholders confirming the removal and replacement of the relevant Directors in accordance with Section 4.3.1.6 of the Shareholders Agreement.**
  - (d) **That the appointment of alternate Directors to represent the Swakopmund Municipal Council on the Erongo RED Board be at a later stage with a clearly defined nomination process and selection criteria.**
  - (e) **That the affected Directors be formally informed of Council's decision accordingly.**
-

**SHAREHOLDERS' AGREEMENT**

**BETWEEN**

**ERONGO REGIONAL COUNCIL  
MUNICIPAL COUNCIL OF HENTIES BAY  
MUNICIPAL COUNCIL OF KARIBIB  
MUNICIPAL COUNCIL OF OMARURU  
MUNICIPAL COUNCIL OF SWAKOPMUND  
MUNICIPAL COUNCIL OF USAKOS  
MUNICIPAL COUNCIL OF WALVIS BAY  
NAMPOWER  
TOWN COUNCIL OF ARANDIS  
VILLAGE COUNCIL OF UIS  
ERONGO RED**

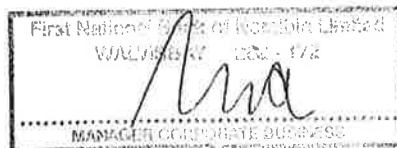
CERTIFIED A TRUE COPY  
OF SETTER KEEN TO WIND AT SCENE

First Name: *Ana* 172  
DEPARTMENT OF LAND AND SURVEY

## CONTENTS

PREAMBLE .....	5
PART 1: PRELIMINARY .....	6
1.1 DEFINITIONS .....	6
1.2 INTERPRETATION .....	8
1.3 OBJECTIVE OF AGREEMENT .....	8
PART 2: THE COMPANY .....	9
2.1 MAIN OBJECT AND BUSINESS .....	9
2.2 PROFIT GOAL .....	9
2.3 AUDITORS .....	9
2.4 REGISTERED OFFICE .....	9
2.5 FINANCIAL YEAR .....	10
2.6 INCONSISTENCY WITH ARTICLES OF ASSOCIATION .....	10
PART 3: OWNERSHIP IN COMPANY .....	10
3.1 NATURE OF OWNERSHIP .....	10
3.1.1 Initial capital structure .....	10
3.1.2 Extent of ownership .....	10
3.2 RIGHTS AND OBLIGATIONS ASSOCIATED WITH OWNERSHIP .....	11
3.3 OBLIGATIONS TO CAPITALISE .....	12
3.3.1 Prior to, upon Commercial Operations Date .....	12
3.3.2 After Commercial Operations Date .....	13
PART 4: OWNERSHIP CONTROL .....	15
4.1 MEETINGS OF SHAREHOLDERS .....	15
4.2 INDEMNIFICATION .....	18
4.3 BOD .....	18
4.3.1 Appointment of BOD .....	18
4.3.2 Voting .....	20
4.3.3 Indemnification .....	21
4.3.4 Delegation of powers .....	21
4.3.5 Conflict of interests .....	22
4.3.6 Governance .....	22
4.3.7 Business plan .....	25
4.4 MANAGEMENT .....	27
PART 5: CHANGE IN OWNERSHIP .....	27
5.1 ENTRY OF NEW SHAREHOLDERS .....	27
5.1.1 Restrictions on transfer .....	27
5.1.2 Permitted transfers .....	28
5.1.3 Issue of Shares .....	28
5.1.4 Public offering .....	28
5.2 EXIT OF EXISTING SHAREHOLDERS AND COMPENSATION .....	28
PART 6: GENERAL .....	29
6.1 GOOD FAITH .....	29
6.2 GOVERNING LAW AND RULING LANGUAGE .....	30
6.3 COMMUNICATIONS AND NOTICES .....	30
6.4 PARTIAL INVALIDITY OF AGREEMENT .....	34
6.5 REPRESENTATIONS AND WARRANTIES .....	34
6.6 ASSIGNMENT .....	35
6.7 VARIATION AND INDULGENCES .....	35
6.8 CONFIDENTIALITY .....	35
6.9 SETTLEMENT OF DISPUTES .....	37
6.10 COSTS OF AGREEMENT .....	38
6.11 INTELLECTUAL PROPERTY RIGHTS .....	38
6.12 ENTRY INTO FORCE .....	39
SCHEDULES .....	44
1. COMPANY AUDITORS AND REGISTERED OFFICE .....	44
2. VALUATION OF OWNERSHIP .....	45

CERTIFIED A TRUE COPY  
 GECERTIFISEER 'N WARE AFSKRIF



**AGREEMENT**

entered into between

**ERONGO REGIONAL COUNCIL**, a juristic person in terms of the Regional Councils Act, herein represented by **LINUS //GAROEB** in the capacity of chief regional officer and duly authorised thereto by council resolution dated 2 December 2005 (hereinafter referred to as "ERC")

and

**MUNICIPAL COUNCIL OF HENTIES BAY**, a juristic person in terms of the Local Authorities Act, herein represented by **PIETER LUDWIG GURIRAB** in the capacity of chief executive officer and **COUNCILLOR MONICA //ARESES** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution 071 dated 14 September 2005 (hereinafter referred to as "MHB")

and

**MUNICIPAL COUNCIL OF KARIBIB**, a juristic person in terms of the Local Authorities Act, herein represented by **EDWARD HEIKKI HASHEELA** in the capacity of chief executive officer and **COUNCILLOR KAROOLS SWARTZ** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MK")

and

**MUNICIPAL COUNCIL OF OMARURU**, a juristic person in terms of the Local Authorities Act, herein represented by **JOHANNES XOAGUB** in the capacity of chief executive officer and **COUNCILLOR LUCRESIA JERIKOMBA KONGORO** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 2 August 2005 (hereinafter referred to as "MO")

and



Shareholders' Agreement

ERONGO RED

**MUNICIPAL COUNCIL OF SWAKOPMUND**, a juristic person in terms of the Local Authorities Act, herein represented by **ECKART ULRICH WILHELM DEMASIUS** in the capacity of chief executive officer and **COUNCILLOR GERMINA NDAPUA SHITALENI** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MS")

and

**MUNICIPAL COUNCIL OF USAKOS**, a juristic person in terms of the Local Authorities Act, herein represented by **ALFRED MUSHOKOBANGI MATOMOLA** in the capacity of acting chief executive officer and **COUNCILLOR DANIEL-ANDRIES STRAMISGH** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 7 July 2005 (hereinafter referred to as "MU")

and

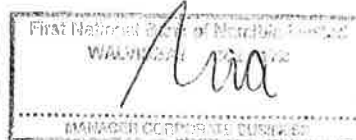
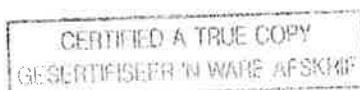
**MUNICIPAL COUNCIL OF WALVIS BAY**, a juristic person in terms of the Local Authorities Act, herein represented by **AUGUSTINUS KATITI** in the capacity of chief executive officer and **COUNCILLOR ADELHEID KANDJALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 9 August 2005 (hereinafter referred to as "MWB")

and

**NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED** (Registration Number: 2051), herein represented by **LEAKE S HANGALA** in the capacity of managing director and duly authorised thereto (hereinafter referred to as "NP")

and

**TOWN COUNCIL OF ARANDIS**, a juristic person in terms of the Local Authorities Act, herein represented by **FLORIDA CLOETE** in the capacity of chief executive officer and **COUNCILLOR JUSTINE NAMUPALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 27 July 2005 (hereinafter referred to as "TA")



Shareholders' Agreement

ERONGO RED

and

**VILLAGE COUNCIL OF UIS**, a juristic person in terms of the Local Authorities Act, herein represented by **ZEBEDEUS /UISEB** in the capacity of chief executive officer and **COUNCILLOR STEFANUS VAN HEERDEN** in the capacity of vice chairperson of the council, both duly authorised thereto by council resolution 206/21/07/2005 (hereinafter referred to as "VU")

(individually referred to as "SHAREHOLDER" and collectively as "SHAREHOLDERS")

and

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY (PROPRIETARY) LIMITED** (Registration Number: 2004/074), herein represented by **OPHELIA SOPHIA NETTA** in the capacity of director and duly authorised thereto by board resolution dated 28 July 2005 (hereinafter referred to as "Company")

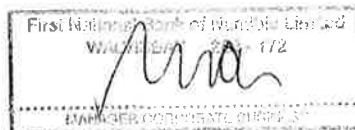
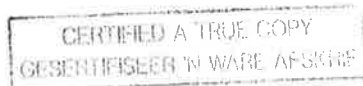
## PREAMBLE

### Whereas:

The Namibian Energy Policy calls, among others, for the reorganisation of electricity distribution through the formation of regional electricity distributors as a means of providing electricity sector efficiency;

ERC, MHB, MK, MO, MS, MWB, MU, TA and VU are empowered by the Local Authorities Act and the Regional Councils Act, respectively, to enter into an agreement with one another and with NP and the Company with a view to establishing the Erongo Regional Electricity Distributor, which agreement is not subject to the entry into force of the proposed amendments to the Electricity Act dealing with regional electricity distribution;

the Joint Business Venture Regulations permit the local authorities and regional council concerned to form a joint business venture company with NP to promote economic development and employment creation in their respective areas of jurisdiction in order to supplement their funds;



Shareholders' Agreement

ERONGO RED

the SHAREHOLDERS commit themselves towards co-operating in good faith and mutual trust in a manner that fosters the long-term economic sustainability of the Erongo Region;

the SHAREHOLDERS have acquired the Company for this purpose:

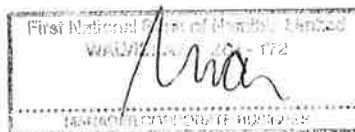
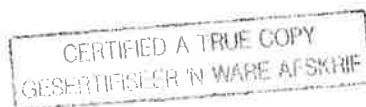
**NOW THEREFORE** the SHAREHOLDERS agree as follows:

## **PART 1: PRELIMINARY**

### **1.1 DEFINITIONS**

The following words, expressions and abbreviations have the meanings assigned to them, except where the context otherwise requires:

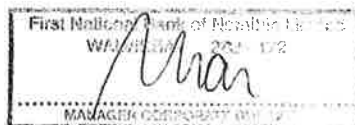
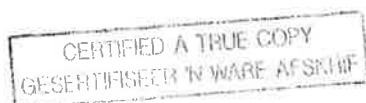
- 1.1.1 "Agreement" means this shareholders' agreement, including all appendices and schedules thereto, as may be amended, modified or supplemented from time to time in accordance with this Agreement;
- 1.1.2 "Alternate" means an alternate member of the BOD, who is only entitled to attend and speak and vote at a BOD meeting where the member to whom he or she is an alternate, is absent from the meeting;
- 1.1.3 "BOD" means the board of directors of the Company;
- 1.1.4 "Commercial Operations Date" means 1 July 2005 or such other date determined by the BOD;
- 1.1.5 "Companies Act" means the Companies Act, 1973 (Act No. 61 of 1973), as amended from time to time;
- 1.1.6 "Consumer" means an end user of electricity who consumes such electricity;
- 1.1.7 "Company" means Erongo Regional Electricity Distributor Company (Proprietary) Limited;



## Shareholders' Agreement

ERONGO RED

- 1.1.8 "Customer" means a person to whom electricity is delivered, and includes a Consumer;
- 1.1.9 "Effective Date" means the date of last signature by either of the SHAREHOLDERS;
- 1.1.10 "Electricity Act" means the Electricity Act, 2000 (Act No. 2 of 2000), as amended from time to time;
- 1.1.11 "ERC" means Erongo Regional Council;
- 1.1.12 "Joint Business Venture Regulations" means the Joint Business Venture Regulations, 2001, as amended from time to time, made under the Local Authorities Act and published by Government Notice No. 40 of 5 March 2001 and made under the Regional Councils Act and published by Government Notice No. 42 of 5 March 2001, respectively;
- 1.1.13 "Local Authorities Act" means the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended from time to time;
- 1.1.14 "MHB" means Municipal Council of Henties Bay;
- 1.1.15 "MK" means Municipal Council of Karibib;
- 1.1.16 "MO" means Municipal Council of Omaruru;
- 1.1.17 "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.18 "MS" means Municipal Council of Swakopmund;
- 1.1.19 "MU" means Municipal Council of Usakos;
- 1.1.20 "MWB" means Municipal Council of Walvis Bay;
- 1.1.21 "NP" means Namibia Power Corporation (Proprietary) Limited;



Shareholders' Agreement

ERONGO RED

- 1.1.22 "Regional Councils Act" means the Regional Councils Act, 1992 (Act No. 22 of 1992) as amended from time to time;
- 1.1.23 "SHAREHOLDER Entitled To Vote" means a SHAREHOLDER to whom a share certificate has been issued;
- 1.1.24 "SHAREHOLDERS" means ERC, MHB, MK, MO, MS, MU, MWB, NP, TA and VU;
- 1.1.25 "TA" means Town Council of Arandis;
- 1.1.26 "VU" means Village Council of Uis;
- 1.1.27 "Working Day" means any day other than a Saturday, Sunday or official public holiday.

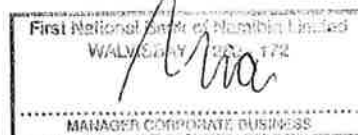
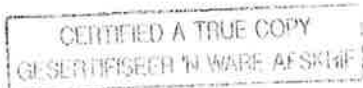
**1.2 INTERPRETATION**

- 1.2.1 Words importing the singular also include the plural and the male gender includes the female gender and *vice versa* where the context requires.
- 1.2.2 Natural persons include legal entities (corporate or non-corporate) and *vice versa* where the context requires.
- 1.2.3 The headings in this Agreement are not taken into consideration in its interpretation.
- 1.2.4 Unless otherwise stated, all references to clauses are references to clauses numbered in this Agreement and not to those in any other document attached to or Incorporated into this Agreement.

**1.3 OBJECTIVE OF AGREEMENT**

The objective of this Agreement is to govern –

- (a) the relationship between the SHAREHOLDERS with a view to incorporating a joint business venture company for the distribution and supply of electricity to Customers in the Erongo Region; and



- (b) the relationship between the SHAREHOLDERS and the Company.

## PART 2: THE COMPANY

### 2.1 MAIN OBJECT AND BUSINESS

The main object and business of the Company is the distribution and supply of electricity to Customers in the Erongo Region and all objects ancillary thereto, including wiring, network support, the provision of commercial services and finance and related corporate support, including all plenary powers to enable it to realise its main and ancillary objects. The Company may not pursue any other main object and business unless the SHAREHOLDERS unanimously resolve otherwise.

### 2.2 PROFIT GOAL

2.2.1 To the extent possible, the Company must –

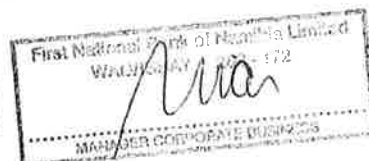
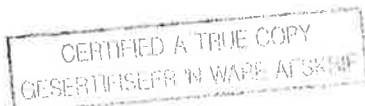
- (a) conduct its business so as to maximise electricity distribution and supply to Customers in the Erongo Region in so far as the same is consistent with sound business principles, prudent utility practices and in compliance with any law applicable to the business of the Company or related activities;
- (b) manage its financial assets in accordance with its financial management policy contemplated in Clause 4.3.6.17 below.

2.2.2 To the extent possible, the SHAREHOLDERS and any director appointed by them must exercise their respective voting rights to achieve this.

### 2.3 AUDITORS

Unless the SHAREHOLDERS determine otherwise in general meeting, the auditors of the Company are the auditors specified in **Schedule 1**.

### 2.4 REGISTERED OFFICE



Shareholders' Agreement

ERONGO RED

The registered office of the Company is specified in **Schedule 1**.

## 2.5 FINANCIAL YEAR

The financial year of the Company ends on 30 June of each year.

## 2.6 INCONSISTENCY WITH ARTICLES OF ASSOCIATION

2.6.1 The SHAREHOLDERS undertake to take all such steps and do all such things as may be necessary to align the Articles of Association of the Company with the terms and conditions of this Agreement.

2.6.2 Notwithstanding the above, if there is any inconsistency between the terms and conditions of this Agreement and the Articles of Association of the Company at any time, the terms and conditions of this Agreement prevail.

## PART 3: OWNERSHIP IN COMPANY

### 3.1 NATURE OF OWNERSHIP

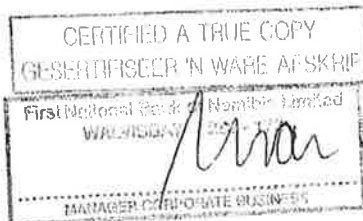
#### 3.1.1 Initial capital structure

3.1.1.1 The authorised share capital of the Company is N\$30,000,000,00 (thirty million Namibian dollars) divided into 30,000,000 (thirty million) shares of N\$1,00 (one Namibian dollar) each.

3.1.1.2 The initial issued share capital of the Company is N\$12,500,000,00 (twelve million five hundred thousand Namibian dollars) divided into 12,500,000 (twelve million five hundred thousand) shares of N\$1,00 (one Namibian dollar) each.

#### 3.1.2 Extent of ownership

The SHAREHOLDERS hold interests in the capital of the Company to the extent specified in **Schedule 2**.



**3.2 RIGHTS AND OBLIGATIONS ASSOCIATED WITH OWNERSHIP****3.2.1 Rights attached to ownership**

3.2.1.1 The SHAREHOLDERS Entitled To Vote are entitled to receive notice of, attend, speak and vote at ordinary, special or extraordinary general meetings of the Company, and are entitled to receive dividends on the shares held by them.

3.2.1.2 The rights attached to shares in the Company may not be varied except with the prior written approval of 100% (one hundred percent) of the SHAREHOLDERS Entitled To Vote.

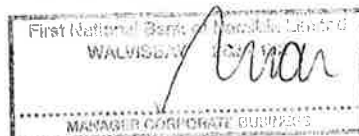
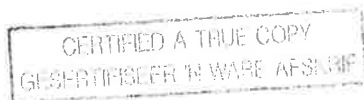
**3.2.2 Dividends**

3.2.2.1 The SHAREHOLDERS must cause the Company, subject to its present and reasonably anticipated future requirements of working and expansion capital and provided that the Company does not borrow funds in excess of its funding policy and gearing ratio from time to time to enable it to pay the dividend, to declare and pay dividends equal to at least 60% (sixty percent) of the distributable profits of the Company after repayment of the loan accounts in full (for which purpose secondary tax on companies in respect of the dividend in question must be taken into account in determining the amount of the distributable profits) in each of its financial years, which declaration and payment must be made within 120 (one hundred and twenty) days after the end of each financial year.

3.2.2.2 Notice of declared dividends is given to SHAREHOLDERS entitled to share therein.

3.2.2.3 Preferential Dividend Payments are made to SHAREHOLDERS in relation to the reverse order of the total amount of surcharges received by SHAREHOLDERS in the particular financial year.

3.2.2.4 For the purposes of this clause, "Preferential Dividend Payments" means dividend payments made first to SHAREHOLDERS who received the least total



Shareholders' Agreement

ERONGO RED

amount of surcharge in a particular financial year, thus ranking higher in the order in which dividend payments are made.

**3.3 OBLIGATIONS TO CAPITALISE**

**3.3.1 Prior to, upon Commercial Operations Date**

**Capital contributions**

3.3.1.1 The SHAREHOLDERS confirm their commitment to make the initial capital contributions towards Tender 139/2003 prior to the Commercial Operations Date as indicated below:

Shareholder	Initial capital contribution in N\$
TA	50,000,00
ERC	25,000,00
MHB	125,000,00
MK	50,000,00
MWB	1,275,000,00
NP	225,000,00
MO	75,000,00
MS	600,000,00
VU	25,000,00
MU	50,000,00
<b>Total</b>	<b>2,500,000,00</b>

3.3.1.2 The SHAREHOLDERS confirm their commitment to make the further initial capital contributions prior to the Commercial Operations Date as indicated below:

Shareholder	Further Initial capital contribution in N\$

CERTIFIED A TRUE COPY  
GESERTIFISEER 'N WARE AFSKRIF

First National Bank of Namibia Limited  
WALDERS  
2026  
*[Signature]*  
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

TA	210,000,00
ERC	100,000,00
HBM	440,000,00
KM	210,000,00
MWB	5,130,000,00
NP	930,000,00
OM	250,000,00
SM	2,420,000,00
UVC	120,000,00
UM	190,000,00
<b>Total</b>	<b>10,000,000,00</b>

3.3.1.3 A share certificate is only issued to a SHAREHOLDER upon full payment of the agreed initial as well as any future capital contributions.

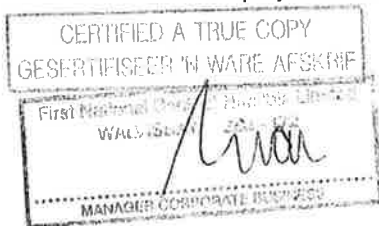
**3.3.2 After Commercial Operations Date**

**SHAREHOLDER loans**

3.3.2.1 In the event that the BOD determines that additional funds are necessary, the Company may borrow the funds from the SHAREHOLDERS on terms to be agreed upon by the SHAREHOLDERS and the BOD at the time.

**Third party loans**

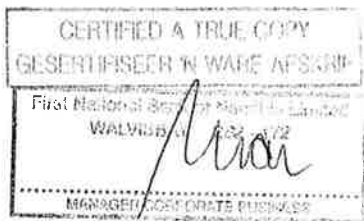
3.3.2.2 The Company may borrow additional funds from third parties on the most favourable terms available as to interest, repayment and security compatible with its needs, but may not allow any prospective lender the right to participate in the share capital of the Company or otherwise in the business of the Company as a condition or term of any loan or advance.



Shareholders' Agreement

ERONGO RED

3.3.2.3 The SHAREHOLDERS may be required to provide security for any third party loans,



Shareholders' Agreement

ERONGO RED

**PART 4: OWNERSHIP CONTROL****4.1 MEETINGS OF SHAREHOLDERS**

- 4.1.1 The SHAREHOLDERS must at least have 1 (one) regularly scheduled general meeting each year (the "Annual General Meeting") at which reports of the affairs of the Company must be considered and any other business may be transacted which is within the powers of the SHAREHOLDERS.
- 4.1.2 The quorum for any general meeting of SHAREHOLDERS of the Company is at least 1 (one) duly authorised representative from each SHAREHOLDER, present in person or by proxy: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the SHAREHOLDERS then present by duly authorised representative are a quorum.
- 4.1.3 Special or extraordinary meetings of the SHAREHOLDERS may be called at any time by resolution of the BOD or by any SHAREHOLDERS by giving the other SHAREHOLDERS at least 21 (twenty-one) days' written notice thereof stating the time and place of the anticipated meeting. The notice must include an agenda for the meeting and any other information and documents that the SHAREHOLDER calling the meeting believes is in the interest of advancing the business of such meeting.
- 4.1.4 Resolutions of any general, special or extraordinary meeting of SHAREHOLDERS, including resolutions on the matters listed below, in order to be of force and effect, must be approved by at least 75% (seventy-five percent) of the number of SHAREHOLDERS Entitled To Vote, regardless of the weighted average shareholding held by each SHAREHOLDER, and the BOD's powers are limited accordingly to recommendations to the SHAREHOLDERS:
- (a) The increase, alteration or reduction of the authorised and/or Issued share capital of the Company, including the allotment and issue of

CERTIFIED A TRUE COPY  
GISENTHISLETI NI WARE AFSHINE

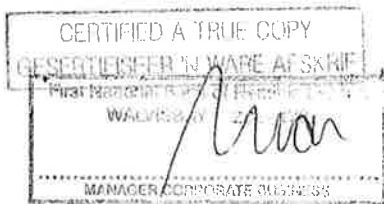
First National Bank  
WALVISBACH  
MANAGER CORPORATE SERVICES

Shareholders' Agreement

ERONGO RED

shares in the Company and the authorisation to issue share certificates of the Company, except as otherwise provided in this Agreement;

- (b) the amendment of the Company's Memorandum and Articles of Association;
- (c) the incurring, in any 12 (twelve) Month period, of any debt -
  - (i) with any rights of conversion, exchange or other right for, or into, any voting shares or other equity security of the Company; or
  - (ii) in an aggregate principal amount of more than 10% (ten percent) of the previous financial year's net turnover;
- (d) the approval of expenditure exceeding 5% (five percent) of the approved annual operating and capital budget;
- (e) the issue of shares for consideration other than cash, except as otherwise provided for in this Agreement;
- (f) the consolidation or amalgamation, termination or dissolution, including the voluntary winding up or any application for the judicial management, of the Company or compromise with its creditors, except as otherwise provided for in this Agreement;
- (g) the sale, refinancing, transfer, exchange, lease, assignment, mortgaging or other disposal or encumbrance of all or substantially all of the Company's assets;
- (h) the taking over or acquisition of the whole or a substantial part of the business of any other person or any merger or amalgamation with other companies or with any other business which would constitute a material transaction for the Company having regard to its assets and business;



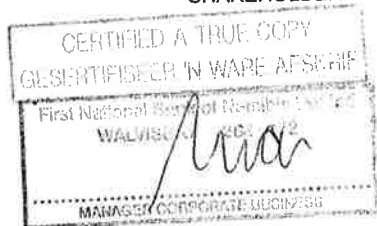
## Shareholders' Agreement

ERONGO RED

- (i) discontinuance of any of the material business activities of the Company;
- (j) the establishment or implementation of, or any changes in, the Company's financial policy, which may substantially have an adverse effect on one of the SHAREHOLDERS;
- (k) the execution and/or implementation of any transaction with any SHAREHOLDER, director, manager or other officer of the Company or any relative of any of the foregoing or any created entity in which any of the foregoing has an interest;
- (l) the listing of the Company on a stock exchange;

Provided that nothing in this Clause restricts the authority of the BOD to approve each annual operating budget, or to exercise or delegate its authority to expend budgeted funds in accordance with the relevant approved budget.

- 4.1.5 The SHAREHOLDERS Entitled To Vote may, at any SHAREHOLDER meeting, only vote on a poll.
- 4.1.6 The chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MWB and the vice-chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MS. In the event that the chairperson is absent from a particular meeting of SHAREHOLDERS, the vice-chairperson as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular meeting of SHAREHOLDERS, the SHAREHOLDERS present by duly authorised representative are entitled to elect a chairperson for the meeting.
- 4.1.7 The chairperson of meetings of SHAREHOLDERS does not have a second and casting vote in addition to his or her ordinary vote as representative of a SHAREHOLDER.



Shareholders' Agreement

ERONGO RED

4.1.8 If in terms of the foregoing provisions there is a deadlock between the SHAREHOLDERS, a dispute is deemed to exist between the SHAREHOLDERS and any SHAREHOLDER is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

4.1.9 Any representative wishing to attend a meeting of SHAREHOLDERS by proxy, must at least 3 (three) working days prior to the meeting, furnish the chairperson with a certified written notice to such effect.

#### 4.2 INDEMNIFICATION

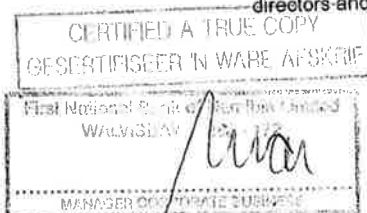
No SHAREHOLDER is liable to any other SHAREHOLDER for any action taken by that SHAREHOLDER in the exercise of its voting rights under this Agreement.

#### 4.3 BOD

##### 4.3.1 Appointment of BOD

4.3.1.1 Until the SHAREHOLDERS otherwise unanimously agree, the BOD consists of 9 (nine) members, of which:

- (a) MHB is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (b) NP is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (c) MO is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (d) MS is entitled, but not obliged, to appoint 2 (two) non-executive directors and an Alternate for each director appointed by it;
- (e) MWB is entitled, but not obliged, to appoint 2 (two) non-executive directors and an Alternate for each director appointed by it;



Shareholders' Agreement

ERONGO RED

- (f) ERC, MA, MK, MU and VU are entitled, but not obliged, to jointly appoint 1 (one) non-executive director and an Alternate for the director appointed by them; and
- (g) the CEO is an *ex officio* member without any voting power.

4.3.1.2 The BOD elects one of its members as chairperson and another as vice-chairperson.

4.3.1.3 In the event that the chairperson is absent from a particular BOD meeting, the vice-chairperson serves as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular BOD meeting, the BOD members present are entitled to elect a chairperson for the meeting.

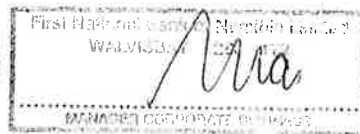
4.3.1.4 The members of the BOD have the fiduciary duties of directors in terms of the Companies Act and are as such at all times subject to the rules and limitations prescribed by the Companies Act. To this end, the SHAREHOLDERS must ensure that each member receives proper and appropriate training on compliance with the provisions of the Companies Act.

4.3.1.5 The remuneration to be paid by the Company to BOD members other than the CEO, is determined by the SHAREHOLDERS.

4.3.1.6 Any SHAREHOLDER, after informing the other SHAREHOLDERS, is entitled by written notice to the Company to remove any such director appointed by it and to replace any such director who is so removed or who ceases for any other reason to be a director.

4.3.1.7 Unless otherwise provided under any law and in this Agreement, the BOD has:

- (a) The full, complete and exclusive authority and discretion to manage the operations and affairs of the Company for the benefit of the SHAREHOLDERS and to make all decisions regarding the business of the Company; and



Shareholders' Agreement

ERONGO RED

- (b) all authority, rights and powers in the management of the Company's business to take any action, or do anything, that may be necessary, proper, appropriate, advisable, incidental or convenient to give effect to this Agreement.

4.3.1.8 Any action taken, or anything done, by the BOD on behalf of the Company in accordance with Clause 4.3.1.7 above, constitutes an act of, and binds, the Company.

4.3.1.9 The BOD must ensure that the Company's officers, employees and agents devote to the management of the Company such time as may be necessary and appropriate to cause the affairs of the Company to be conducted in an efficient and business-like manner.

#### 4.3.2 Voting

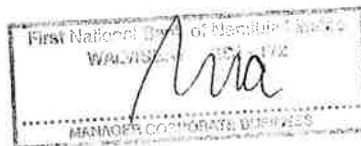
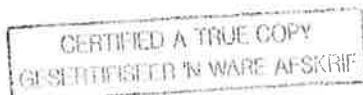
4.3.2.1 The BOD decides on matters before it by simple majority vote on a poll of all the members present at the meeting.

4.3.2.2 The quorum for any BOD meeting of the Company is at least 5 (five) directors or Alternates: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the members then present are a quorum.

4.3.2.3 Each director, and in his or her absence, his or her Alternate, shall have 1 (one) vote and each vote shall be of equal weight.

4.3.2.4 The chairperson of the BOD is entitled to exercise a second and casting vote as chairperson with a view to breaking any deadlock between the members of the BOD.

4.3.2.5 Alternate members of the BOD may only attend and speak and vote at any BOD meeting where the members to whom they are Alternates, are absent from the meeting.



Shareholders' Agreement

ERONGO RED

4.3.2.6 The BOD may act upon a resolution not taken at a BOD meeting only after the resolution signed by the chairperson, has been circulated among and co-signed by all members.

#### 4.3.3 Indemnification

4.3.3.1 Any person who was or is at any time a party to, or is involved in, any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director or officer of the Company and/or whose actions or omissions as a director or officer of the Company were reasonably within the scope of authority granted by the Company to him or her, is indemnified and held harmless by the Company to the fullest extent permitted by law, except to the extent that any loss or expense incurred by such director or officer is –

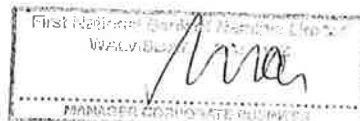
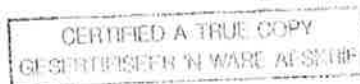
(a) determined by a court of law to have resulted from the commission of a crime, gross negligence or wilful misconduct on the part of the director or officer; or

(b) otherwise settled out of court.

4.3.3.2 The right to indemnification referred to in Clause 4.3.3.1 above also includes without limitation, the payment by the Company of expenses incurred in connection with any such action, suit or proceeding in advance of its disposition to the fullest extent permitted by law.

#### 4.3.4 Delegation of powers

4.3.4.1 Without releasing the BOD from any duties or obligations under this Agreement, the BOD may, by an instrument in writing, delegate any of its powers, rights or obligations and may appoint, employ, contract, or otherwise deal with, any person or any committee established by the BOD for the purpose, for the transaction of the business of the Company, which person or committee may, under supervision of the BOD, perform any act or service for the Company as the BOD determines or approves except as is otherwise required by law.



## Shareholders' Agreement

ERONGO RED

4.3.4.2 It is necessary for the BOD to obtain the approval of 75% (seventy-five percent) of the SHAREHOLDERS Entitled To Vote for any delegation of the BOD's powers.

**4.3.5 Conflict of interests**

4.3.5.1 Any director who, to his or her knowledge, is either:

- (a) Interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of his or her direct involvement therein; or
- (b) indirectly interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of the SHAREHOLDER who appointed such director,

must disclose the nature of his or her interest at the first BOD meeting at which the contract, agreement, arrangement or proposal, including its execution, amendment, enforcement, implementation or termination, is considered.

4.3.5.2 If, subsequent to such meeting, a director becomes aware that he or she was interested at the time of such meeting, the director must disclose the nature of his or her interest in writing to the BOD at the earliest possible opportunity before the contract, agreement, arrangement or proposal in which the interest is found, is implemented.

**4.3.6 Governance**

**BOD Meetings**

4.3.6.1 The BOD must hold regular meetings, but at least 4 (four) meetings in each financial year, at the registered office of the Company, or such other place as the BOD determines.

4.3.6.2 Any director, supported in writing by at least 2 (two) other directors, may require the chairperson to call a special meeting on not less than 7 (seven) days' notice by the chairperson, which notice must be given to each member of the BOD addressed to the location each member has filed with the chairperson.

CERTIFIED A TRUE COPY  
GESERTIFISEER IN WARE AF SKRIF

First National Bank Limited  
WATSONIA  
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

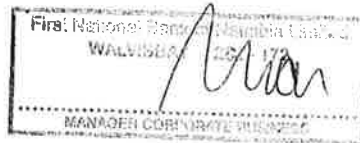
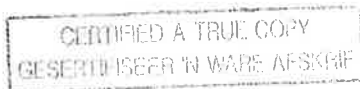
ERONGO RED

The notice must contain the date, time, place and agenda of the anticipated meeting.

- 4.3.6.3 The BOD may, by written consent of 75% (seventy-five percent) of its members, shorten or waive the notice requirement.
- 4.3.6.4 The BOD must cause to be written a summary of its action or minutes of its meetings, which summary or minutes must be signed by the chairperson. Any resolution taken by the BOD must be recorded in the minutes of the next BOD meeting.
- 4.3.6.5 Any meeting of the BOD may be held by conference telephone call if it is arranged so that all present at the meeting can hear and speak to the others attending.
- 4.3.6.6 For the purposes of Clause 4.3.6.5 above, "conference" includes videoconference.

#### **BOD Committees**

- 4.3.6.7 In pursuit of good corporate governance, the BOD must appoint:
- (a) An internal audit committee;
  - (b) a remuneration committee; and
  - (c) a risk management committee,
- to assist the BOD in discharging its duties and responsibilities and in effectively fulfilling its decision-taking process.
- 4.3.6.8 The BOD may appoint the committees mentioned in Clause 4.3.6.7 above, in any combination as deemed appropriate to foster good corporate governance.
- 4.3.6.9 Notwithstanding Clause 4.3.6.7 above, the BOD may appoint any other committee or subcommittee as may be required.



Shareholders' Agreement

ERONGO RED

- 4.3.6.10 The BOD determines the terms of reference, life span, role and function of any committee or subcommittee appointed by it.

**Bank account**

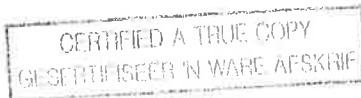
- 4.3.6.11 The BOD must cause the Company to open and maintain a bank account at a bank approved by the BOD.
- 4.3.6.12 All funds of every kind and nature received by the Company, including capital contributions, loan proceeds and operating receipts, must be deposited into such bank account.
- 4.3.6.13 The BOD must determine appropriate financial controls to be instituted to ensure proper control of the Company's funds.

**Risk management**

- 4.3.6.14 The BOD must cause the Company to annually assess the adequacy of its identification, analysis and mitigation of risks related to the interests of its SHAREHOLDERS, its customers and the general public.
- 4.3.6.15 The BOD must cause the Company to keep insured by financially sound and reputable insurers, all assets of character usually insured, and carry such other insurance as is usually carried by companies engaged in the same or similar business, against loss or damage of the kind and in the amounts customarily insured against by such companies.
- 4.3.6.16 The BOD may insure the Company against any other risks, which the BOD deems necessary.

**Financial management policy**

- 4.3.6.17 The BOD must cause the Company to develop and maintain a prudent financial management policy that aligns with its main object and business.



Shareholders' Agreement

ERONGO RED

- 4.3.6.18 The financial management policy must include appropriate arrangements pertaining to supply chain management.

#### Financial reporting

- 4.3.6.19 The BOD is responsible for the submission of annual financial statements, within 90 (ninety) days after the end of each financial year, to the SHAREHOLDERS in Annual General Meeting.
- 4.3.6.20 A copy of the annual financial statements, including but not limited to, the chairperson's annual report must be sent to the SHAREHOLDERS at least 21 (twenty-one) days before the date of the meeting.

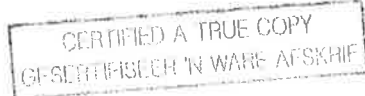
#### Accounting records and Inspection

- 4.3.6.21 The BOD must maintain such accounting records as may be required by law and necessary to present the state of affairs and the business of the Company and to explain the transactions and financial position of the business of the Company.
- 4.3.6.22 The accounting records of the Company must be kept at its registered office, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by a resolution of the SHAREHOLDERS in general meeting, must be open to the inspection of the SHAREHOLDERS during business hours.

#### 4.3.7 Business plan

- 4.3.7.1 The business plan of the Company has a 5 (five) year revolving time frame.
- 4.3.7.2 The business plan must include arrangements relating to the following:

- (a) Organisational, financial, operational, skills development and technical strategies;



Shareholders' Agreement

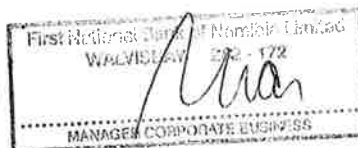
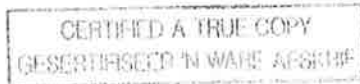
ERONGO RED

- (b) The appointment of an executive management committee with delegated powers, which is responsible for the day-to-day management of the Company;
- (c) an appropriately phased implementation plan for the execution of the business;
- (d) risk management strategies;
- (e) internal controls, quality assurance and insurance;
- (f) management information and support systems;
- (g) financing plan, including the projected income and expenditure, and annual operating budget;
- (h) projected efficiency and quality of service improvements;
- (i) other arrangements reasonably determined by the BOD from time to time.

## 4.3.7.3 The CEO must –

- (a) revise and update the business plan as and when necessary (but at least annually); and
- (b) submit the revised or updated business plan for approval by the BOD at its next meeting.

4.3.7.4 The CEO must, within 60 (sixty) days from the date of the signing of this Agreement, and thereafter, at least 90 (ninety) days before the commencement of each financial year of the Company, prepare a proposed annual operating and capital budget reflecting estimated receipts and expenditures of the Company for the financial year.



Shareholders' Agreement

ERONGO RED

- 4.3.7.5 The annual operating and capital budget must be submitted to the BOD for approval. If approved, such annual operating and capital budget applies for the following financial year. If not approved, the CEO must cause it to be revised appropriately and re-submitted to the BOD for approval.
- 4.3.7.6 In the event that the BOD fails to approve, or reject, the annual operating and capital budget prior to the commencement of the period to which it relates, the Company must continue to conduct its business on the basis of the previous annual operating and capital budget with each of the items of the operating and capital costs increased to take into account inflationary increases using such consumer price index agreed upon by the BOD until such time as the BOD approves the annual operating and capital budget for the financial year concerned.

#### 4.4 MANAGEMENT

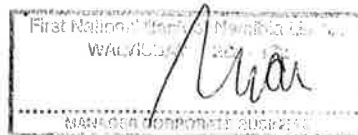
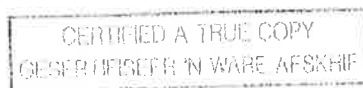
- 4.4.1 The day-to-day management structure of the Company is stated in the Business Plan.
- 4.4.2 The BOD appoints the CEO.
- 4.4.3 The managers of the Company are appointed by the BOD in accordance with the relevant provisions in the Business Plan.
- 4.4.4 The powers and duties of the managers are determined by the BOD.

### PART 5: CHANGE IN OWNERSHIP

#### 5.1 ENTRY OF NEW SHAREHOLDERS

##### 5.1.1 Restrictions on transfer

- 5.1.1.1 Except as expressly permitted in Clause 5.1.1.2 below, no SHAREHOLDER may, without the prior written consent of all the other SHAREHOLDERS transfer its shares to a third party, or permit the shares to become subject to any encumbrance, whether in favour of lenders, if so required, or otherwise. Any attempted transfer or attempt to subject any or all of its shares to any



Shareholders' Agreement

ERONGO RED

encumbrance, which is not in compliance with this Clause, is void and of no force and effect.

- 5.1.1.2 Notwithstanding anything to the contrary herein contained, no share may be transferred unless the person to whom the share will be transferred, agrees in writing to be bound by the provisions of this Agreement.

#### 5.1.2 Permitted transfers

A SHAREHOLDER may transfer any or all of its shares to any of the other SHAREHOLDERS.

#### 5.1.3 Issue of Shares

- 5.1.3.1 Subject to Clause 5.1.3.2 below, no new shares in the capital of the Company may be issued other than by way of a *pro rata* rights offer to the holders of existing shares at the time unless otherwise agreed by all the SHAREHOLDERS.

- 5.1.3.2 Additional shares in the capital of the Company are issued to the holders of existing shares according to the results of any shareholding re-valuation specified in **Schedule 2**.

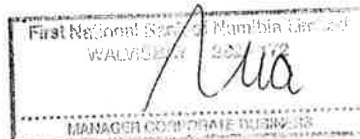
#### 5.1.4 Public offering

No shares of the Company may at any time be offered to the public or traded on any stock exchange unless otherwise agreed by all the SHAREHOLDERS.

### 5.2 EXIT OF EXISTING SHAREHOLDERS AND COMPENSATION

- 5.2.1 Any SHAREHOLDER is entitled to withdraw from the Company by calling in writing for a review of the activities of the Company by the BOD on at least 60 (sixty) days prior written notice, setting out in detail the reasons why the requesting SHAREHOLDER is of the opinion that the activities of the Company do not proceed as envisaged.

- 5.2.2 At such review meeting the BOD must consider and discuss all the issues raised by the requesting SHAREHOLDER. If the BOD fails to reach agreement



Shareholders' Agreement

ERONGO RED

on the way in which to proceed or to address any grievances by the requesting SHAREHOLDER, a dispute is deemed to exist and either of the SHAREHOLDERS is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

5.2.3 As an alternative to the above:

- (a) Any of the SHAREHOLDERS is entitled to make an offer for the acquisition of the shares of the requesting SHAREHOLDER in the Company; or
- (b) The requesting SHAREHOLDER is entitled to offer its shares for transfer in accordance with Clause 5.1.1 above:

Provided that any acquisition or transfer of shares taking place after the date of the original notice by the requesting SHAREHOLDER must be implemented on a consensus basis.

## PART 6: GENERAL

### 6.1 GOOD FAITH

The SHAREHOLDERS must at all times for the duration of this Agreement exercise their rights and comply with or perform their obligations in terms of this Agreement in mutual trust and good faith by –

- (a) assisting and supporting each other;
- (b) informing each other of, and consulting each other on, matters of common interest;
- (c) co-ordinating their actions with each other; and
- (d) adhering to agreed procedures.

CERTIFIED A TRUE COPY  
GELSERTIFISEER IN WARE AF SKRIF



Shareholders' Agreement

ERONGO RED

**6.2 GOVERNING LAW AND RULING LANGUAGE**

6.2.1 This Agreement is governed by and must be construed in accordance with the laws of the Republic of Namibia.

6.2.2 All correspondence between the SHAREHOLDERS and all documents pertaining to this Agreement must be in English.

**6.3 COMMUNICATIONS AND NOTICES**

6.3.1 For the purposes of this Agreement, or with regard to any matter arising from or in connection with this Agreement, the SHAREHOLDERS choose as their respective *domicilia citandi et executandi*, the following addresses:

(a) ERC:

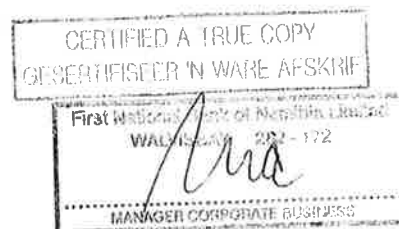
Tobias Hainyeko Avenue  
Swakopmund  
PO Box 1230  
Swakopmund  
Telephone: (064) 40 5420  
Facsimile: (064) 40 5418  
E-mail: [deo@erc.com.na](mailto:deo@erc.com.na)

(b) MHB:

Jakkalsputz Road  
Henties Bay  
PO Box 61  
Henties Bay  
Telephone: (064) 50 0007  
Facsimile: (064) 50 2001  
E-mail: [hbaytc@iway.na](mailto:hbaytc@iway.na)

(c) MK:

Kalk Street  
Karibib  
PO Box 14  
Karibib

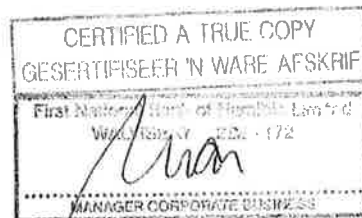


## Shareholders' Agreement

ERONGO RED

Telephone: (064) 55 0016  
 Facsimile: (064) 55 0032  
 E-mail: [karibib@iway.na](mailto:karibib@iway.na)

- (d) MO:  
 Wilhelm Zeraua Road  
 Omaruru  
 PO Box 14  
 Omaruru  
 Telephone: (064) 57 0028  
 Facsimile: (064) 57 0105  
 E-mail: [muniomar@iway.na](mailto:muniomar@iway.na)
- (e) MS:  
 Daniël Tjongarero Avenue  
 Swakopmund  
 PO Box 53  
 Swakopmund  
 Telephone: (064) 410 4111  
 Facsimile: (064) 410 4213  
 E-mail: [swkmun@swkmun.com.na](mailto:swkmun@swkmun.com.na)
- (f) MU:  
 Kaiser Wilhelm Street  
 Usakos  
 PO Box 67  
 Usakos  
 Telephone: (064) 53 0023  
 Facsimile: (064) 53 0231  
 E-mail: [usakosla@iway.na](mailto:usakosla@iway.na)
- (g) MWB:  
 Civic Centre  
 Nangolo Mbumba Drive  
 Walvis Bay  
 Private Bag 5017



Shareholders' Agreement

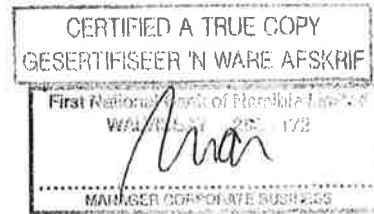
ERONGO RED

Walvis Bay  
Telephone: 064 201 3201  
Facsimile: 064 200 525  
E-mail: [akatiti@walvisbaycc.org.na](mailto:akatiti@walvisbaycc.org.na)

(h) NP:  
NamPower Centre  
15 Luther Street  
Windhoek  
PO Box 2864  
Windhoek  
Telephone: (061) 205 4111  
Facsimile: (061) 23 2805  
E-mail: [register@nampower.com.na](mailto:register@nampower.com.na)

(i) TA:  
Milkwood Road  
Arandis  
PO Box 471  
Arandis  
Telephone: (064) 51 0171  
Facsimile: (064) 51 0309  
E-mail: [arandtc@iway.na](mailto:arandtc@iway.na)

(j) VU:  
Main Street  
Upper Town  
Uis  
PO Box 92  
Uis  
Telephone: (064) 50 4006  
Facsimile: (064) 50 4139.

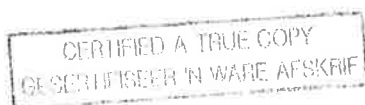


6.3.2 A SHAREHOLDER is entitled by fourteen (14) days' prior written notice to the other SHAREHOLDERS to change its *domicilium citandi et executandi* so stipulated.

## Shareholders' Agreement

ERONGO RED

- 6.3.3 Any notice or communication required to be given under this Agreement, is valid and effective only if in writing.
- 6.3.4 Unless the contrary is proved, any notice or communication to a SHAREHOLDER:
- (a) Sent by certified or registered mail in a correctly addressed envelope is deemed to have been received on the seventh (7<sup>th</sup>) Working Day after posting;
  - (b) delivered by hand to a representative of the SHAREHOLDER concerned during ordinary business hours against written acknowledgement of receipt, is deemed to have been received on the day of delivery;
  - (c) sent by facsimile transmission to its chosen telefax number, is deemed to have been received on the Working Day after the day of despatch, if the sender maintains a log created at the time of transmission indicating receipt;
  - (d) sent by electronic mail message to its chosen electronic mail address, is deemed, subject to Clause 6.3.5(b) below, to have been received on the Working Day after the day of dispatch.
- 6.3.5 Notwithstanding anything to the contrary contained in this Agreement:
- (a) A written notice or communication actually received by a SHAREHOLDER is an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address; and
  - (b) an electronic mail message sent by one SHAREHOLDER to the other is deemed to constitute an effective notice under this Agreement only if:



Shareholders' Agreement

ERONGO RED

- (i) The electronic mail message prominently states that it is being given under this Agreement and requests an electronic mail response acknowledging receipt;
- (ii) the electronic mail message is addressed, and sent to the electronic mail address, of a person authorised in writing by a SHAREHOLDER as the person to whom electronic mail messages under this clause may be sent; and
- (iii) the responding electronic mail message –
  - (aa) clearly refers to the specific electronic mail message to which it is responding; and
  - (bb) includes a copy of the text of such message.

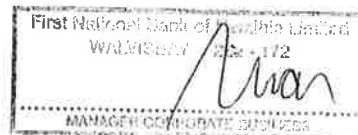
#### 6.4 PARTIAL INVALIDITY OF AGREEMENT

If any part of any term or condition in this Agreement is found by an arbitrator or court or other competent authority to be void or unenforceable, such part of the term or condition is deemed to have been deleted from this Agreement and the remainder of such term or condition and the remaining terms and conditions in this Agreement continue in full force and effect.

#### 6.5 REPRESENTATIONS AND WARRANTIES

The SHAREHOLDERS represent and warrant to each other that –

- (a) they have the power to enter into and exercise their rights and comply with or perform their obligations under this Agreement;
- (b) their entry into and the exercise of their rights and the compliance with or performance of their obligations under this Agreement do not, to the best of their knowledge and belief –
  - (i) conflict with, or result in, any breach of any of the terms and conditions of, or constitute a default under, any agreement or other instrument to which they are a party or by which they are bound;
  - (ii) contravene or conflict with the provisions of any law; and



Shareholders' Agreement

ERONGO RED

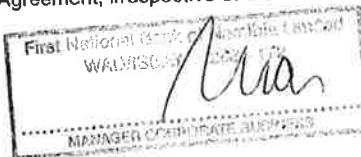
- (c) no litigation, arbitration, tax claim or administrative proceeding is to the best of the knowledge of any of the SHAREHOLDERS, threatening to restrain the entry into or exercise of any of its rights or compliance with or performance of its obligations under this Agreement.

#### 6.6 ASSIGNMENT

No SHAREHOLDER has the right to assign or transfer its rights and obligations under this Agreement, or any part thereof, without the prior written approval of the other SHAREHOLDER, which approval may not be unreasonably withheld.

#### 6.7 VARIATION AND INDULGENCES

- 6.7.1 This Agreement constitutes the sole and exclusive agreement between the SHAREHOLDERS relating to the transactions and matters recorded therein, and no warranties, representations or other terms and conditions of whatsoever nature not expressly recorded therein, are of any force or effect.
- 6.7.2 No variation of the terms and conditions of this Agreement is of any force or effect unless reduced to writing and signed by the SHAREHOLDERS or their representatives.
- 6.7.3 No indulgence, extension of time, relaxation or latitude which a SHAREHOLDER ("the grantor") may show, grant or allow to any other SHAREHOLDER ("the grantee") constitutes a waiver by the grantor of any of its rights and the grantor may not thereby be prejudiced or prevented from exercising any of its rights against the grantor which may have then already arisen or which may thereafter arise.
- #### 6.8 CONFIDENTIALITY
- 6.8.1 A receiving SHAREHOLDER undertakes to keep any information obtained from a disclosing SHAREHOLDER strictly confidential for the duration of this Agreement and for an additional period of 5 (five) years from the date of termination of this Agreement, irrespective of the date of disclosure.



Shareholders' Agreement

ERONGO RED

6.8.2 The receiving SHAREHOLDER must protect the confidential information of the disclosing SHAREHOLDER and must apply reasonable safeguards against the disclosure or use in any form of such information.

6.8.3 Subject to Clause 6.8.4 below, the receiving SHAREHOLDER may not utilise, sell, publish or otherwise disclose such confidential information to any third party in any manner whatsoever, including by means of photocopy or reproduction, without the prior written consent of the disclosing SHAREHOLDER.

6.8.4 The receiving SHAREHOLDER may disclose the confidential information without the prior written consent of the disclosing SHAREHOLDER to such of the following persons who have a clear need to know for purposes of this Agreement:

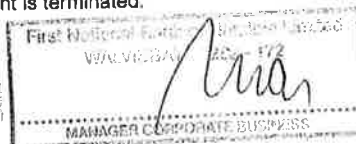
- (a) Employees of the receiving SHAREHOLDER;
- (b) employees of a legal entity affiliated to the receiving SHAREHOLDER;  
or
- (c) any professional consultant, contractor or agent retained by the receiving SHAREHOLDER,

in which case the receiving SHAREHOLDER must, prior to making any such disclosure, obtain an undertaking of confidentiality, in the same form and content as this Clause, from each such person.

6.8.5 The confidential information remains the property of the disclosing SHAREHOLDER and must be returned to that SHAREHOLDER, if –

- (a) that SHAREHOLDER demands its return at any time upon giving written notice to the receiving SHAREHOLDER: Provided that such demand does not affect the capacity of the receiving SHAREHOLDER to comply with or perform its obligations under this Agreement; or
- (b) this Agreement is terminated.

CERTIFIED A TRUE COPY  
OESITHISETHER IN WAPE AFUKHE



Shareholders' Agreement

ERONGO RED

6.8.6 This clause, except Clause 6.8.5 above, does not apply to:

- (a) Information in the public domain otherwise than by breach of this Clause;
- (b) information that was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party whom the receiving SHAREHOLDER believes, after reasonable inquiry, is free to divulge the information so long as such information was not obtained by the receiving SHAREHOLDER under any obligation of confidentiality to the third party.

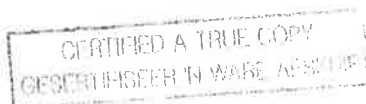
## 6.9 SETTLEMENT OF DISPUTES

6.9.1 In the event of any dispute or difference between the SHAREHOLDERS arising from or in connection with this Agreement ("Dispute"), other than a Dispute on the protection of Intellectual property rights, which cannot be resolved by the SHAREHOLDERS in accordance with the terms and conditions of this Agreement, the SHAREHOLDER wishing to declare the Dispute must deliver to the other SHAREHOLDERS a written notice, which sets out:

- (a) A brief description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
- (b) the relief sought.

6.9.2 Within 14 (fourteen) days from the date of delivery of a notice of the Dispute, the SHAREHOLDERS must attempt to settle the Dispute by discussions conducted among those representatives of each SHAREHOLDER with the appropriate decision-making authority.

6.9.3 If such individuals are unable to reach agreement within the 14 (fourteen) days' period, or such longer period as they may agree, the Dispute must be referred to arbitration by a single arbitrator to be nominated by the chairperson of the Professional Arbitration and Mediation Association of Namibia.



Shareholders' Agreement

ERONGO RED

- 6.9.4 In all respects the arbitration must be in accordance with the rules, requirements and procedures determined by the Professional Arbitration and Mediation Association of Namibia.
- 6.9.5 Each SHAREHOLDER carries its own costs relating to the arbitration proceedings except where the arbitrator makes a different award for costs.
- 6.9.6 Any award, including an award for costs, made by the arbitrator is final and binding upon the SHAREHOLDERS concerned and must be carried into effect by them and may be made an order of any competent court.
- 6.9.7 The procedures in this Clause do not prevent either SHAREHOLDER from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.
- 6.9.8 This clause is severable from the rest of this Agreement and therefore remains in effect even if this Agreement is terminated.

#### 6.10 COSTS OF AGREEMENT

Each SHAREHOLDER is obliged to pay its own costs and expenses incurred in relation to the preparation, negotiation and signing of this Agreement.

#### 6.11 INTELLECTUAL PROPERTY RIGHTS

- 6.11.1 The SHAREHOLDERS must assist each other in every way to secure, maintain and protect for a SHAREHOLDER's benefit, all intellectual property rights that may be vested in that SHAREHOLDER in respect of any design, patent, data, information, method, procedure or other source used or applied in exercising its rights or complying with or performing its obligations under this Agreement.
- 6.11.2 Intellectual property generated by the Company vests in the Company.
- 6.11.3 The SHAREHOLDERS warrant that their respective technologies, or the use thereof, do not, to the best of their knowledge and belief, infringe the intellectual property rights of any third parties. The following provisions apply to any claim made against any SHAREHOLDER or the Company arising from any

CERTIFIED A TRUE COPY  
OESERTIFISEER IN WARE AFGEWIS

First National Bank of Namibia Limited  
WALTON  
Arian  
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

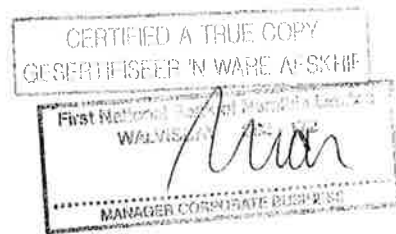
ERONGO RED

alleged infringement of intellectual property rights of a third party or to legal proceedings arising from such claim:

- (a) The SHAREHOLDER or the Company against which the claim is made ("affected Party") by a third party must immediately notify the SHAREHOLDER or the Company whose technology is affected by such claim ("defending Party") of the claim, whereupon the defending Party must defend such claim and any legal proceedings arising from it at its expense and indemnify the affected Party against such claim;
- (b) the affected Party must give the defending Party all reasonable assistance in the defence of such claim;
- (c) the defending Party may in its discretion abandon the defence to the claim or compromise the claim.

**6.12 ENTRY INTO FORCE**

This Agreement enters into force on the Effective Date.



Shareholders' Agreement

ERONGO RED

Thus done and signed at Swakopmund this 9<sup>th</sup> day of December 2005.

For ERC

As Witness

Signature: [Signature]

Signature: [Signature]

Name: L //GAROEB  
Capacity: Chief Regional Officer

Name: D. BUCHANI

Thus done and signed at Windhoek this 7<sup>th</sup> day of December 2005.

For the Company

As Witness

Signature: [Signature]

Signature: [Signature]

Name: OS NETTA  
Capacity: Director

Name: Lydia Schiebler

Thus done and signed at Swakopmund this 13<sup>th</sup> day of December 2005.

For MHB

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: PL GURIRAB  
Capacity: Chief Executive Officer

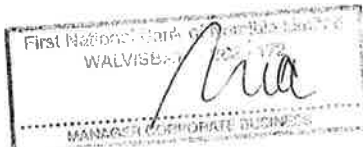
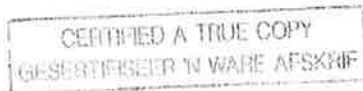
Name: NICOLEMUS GAEBIS

Signature: [Signature]

Signature: [Signature]

Name: M //ARESES  
Capacity: Chairperson: Management Committee

Name: Jocelin Brandt



Shareholders' Agreement

ERONGO RED

Thus done and signed at Karibib this 8<sup>th</sup> day of December 2005.

For MK

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: EH HASHEELA  
Capacity: Chief Executive Officer

Name: Mariusen Silwen

Signature: [Signature]

Signature: [Signature]

Name: K SWARTZ  
Capacity: Chairperson: Management Committee

Name: Mariusen Silwen

Thus done and signed at Amaruru this 7<sup>th</sup> day of December 2005.

For MO

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: J XOAGUB  
Capacity: Chief Executive Officer

Name: Amantha T. Meyer

Signature: [Signature]

Signature: [Signature]

Name: LJ KONGORO  
Capacity: Chairperson: Management Committee

Name: Amantha T. Meyer



Ordinary Council Meeting - 26 March 2026

Shareholders' Agreement

ERONGO RED

Thus done and signed at ~~Swakopmund~~ this 13<sup>th</sup> day of December, 2005.

**For MS**

**As Witnesses**

Signature: 

Signature: 

Name: EUW DEMASIUS  
Capacity: Chief Executive Officer

Name: ROLAND R. RITTMANN

Signature: 

Signature: 

Name: GN SHITALENI  
Capacity: Chairperson: Management Committee

Name: ROLAND R. RITTMANN

Thus done and signed at Usakos this 8<sup>th</sup> day of December, 2005.

**For MU**

**As Witnesses**

Signature: 

Signature: 

Name: AM MATOMOLA  
Capacity: Acting Chief Executive Officer

Name: D.A. STRAMISS  
MAYOR.

Signature: 

Signature: 

Name: P. HERMANN  
~~D.A. STRAMISS~~  
Capacity: Chairperson: Management Committee

Name: D.A. STRAMISS  
MAYOR

CERTIFIED A TRUE COPY  
GESERTIFISEER IN WARE AFSKRIEF

First MS  
WALWIND 172  
  
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

Thus done and signed at Walvis Bay this 9<sup>th</sup> day of December 2005.

For MWB

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: A KATITI  
Capacity: Chief Executive Officer

Name: EA Ouffen

Signature: [Signature]

Signature: \_\_\_\_\_

Name: A KANDJALA  
Capacity: Chairperson: Management Committee

Name: \_\_\_\_\_

Thus done and signed at Windhoek this 7<sup>th</sup> day of December 2005.

For NP

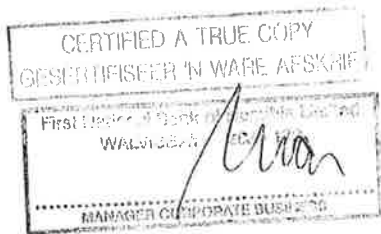
As Witness

Signature: [Signature]

Signature: [Signature]

Name: LEAKE S HANGALA  
Capacity: Managing Director

Name: S. AKWEE NDA



Ordinary Council Meeting - 26 March 2026

Shareholders' Agreement

ERONGO RED

Thus done and signed at Arandis this 5<sup>th</sup> day of December 2005.

For TA

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: F CLOETE  
Capacity: Chief Executive Officer

Name: C. BARENDUS

Signature: [Signature]

Signature: [Signature]

Name: J NAMUPALA  
Capacity: Chairperson: Management Committee

Name: C. BARENDUS

Thus done and signed at Uis this 8<sup>th</sup> day of December 2005.

For VU

As Witness

Signature: [Signature]

Signature: [Signature]

Name: Z /UISEB  
Capacity: Chief Executive Officer

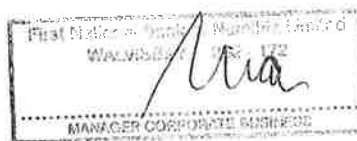
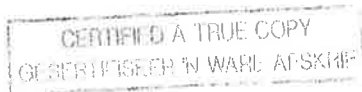
Name: Inesia Barendt

Signature: [Signature]

Signature: [Signature]

Name: S VAN HEERDEN  
Capacity: <sup>Vice</sup>Chairperson: Council

Name: Inesia Barendt



**SCHEDULE 2**  
**VALUATION OF OWNERSHIP**  
*(Clause 3.1.2)*

- 2.1 The initial weighted average percentage shareholding of each SHAREHOLDER is as follows:

Shareholder	Number of shares	Percentage shareholding
ERC	40 000	0.32%
MHB	578 750	4.63%
MK	180 000	1.44%
MO	230 000	1.84%
MS	3 561 250	28.49%
MU	157 500	1.26%
MWB	6 233 750	49.87%
NP	1 267 500	10.14%
TA	207 500	1.66%
VU	43 750	0.35%
Total	12 500 000	100.00%

- 2.2 The initial weighted average shareholding mentioned in paragraph 2.1 above, has been calculated according to the following formula:

- (a) 50% (fifty percent) of the shareholding is based on the value of each SHAREHOLDER's assets to be transferred to the Company by means of a transfer agreement; and
- (b) 50% (fifty percent) of the shareholding is based on the electricity (kWh) purchased for distribution by each SHAREHOLDER during the

CERTIFIED A TRUE COPY  
 GESCHIEDENIS N WARE AFSCHEK



Shareholders' Agreement

ERONGO RED

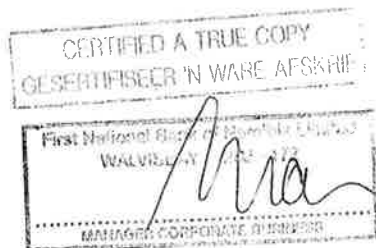
period of 12 (twelve) months immediately preceding the last meter reading cycle prior to the Effective Date.

2.3 For the purposes of paragraph 2.2 above, "Transfer Agreement" means the transfer agreement to be entered into between the Company and the respective SHAREHOLDERS.

2.4 The initial weighted average shareholding mentioned in paragraph 2.1 above, is re-valued every 5 (five) years on the basis that:

- (a) The 50% (fifty percent) of shareholding based on the initial asset value is retained; and
- (b) the remaining 50% (fifty percent) of shareholding based on electricity (kWh) purchased by each SHAREHOLDER is re-valued on the relative value of the total of the last 2 (two) years' electricity purchased for distribution within the SHAREHOLDER's area of jurisdiction,

upon which re-valuation the resulting increased percentage shareholding, if any, is added to the weighted average shareholding mentioned in paragraph 2.1, and additional shares issued in accordance with Clause 5.1.3.2 of the Agreement: Provided that in the event of a re-valuation resulting in zero, the initial weighted average shareholding is maintained.





**Erongo RED Board of Directors - Charter**

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR  
COMPANY (PTY) LTD**  
Reg. No 2004/074

Document Control			
Revision	Record of Change	Date	Next Revision
0	First draft	18 August 2012	
1	Approved by Board of Directors	13 September 2013	
2	Approved by Board of Directors NamCode and Shareholders Agreement Alignment 2015	28 August 2015	
3	Approved by Board of Directors	17 June 2024	July 2027

  
 YZN NAMBAHU  
 BOARD CHAIRPERSON

## Table of Contents

1.		Introduction	3
2.		Purpose of the Charter	3
3.		Composition	3
4.		Term of office	4
5.		Roles and responsibilities	5
	5.1	Leadership, Ethics & Corporate Citizenship	5
	5.2	Strategy, Performance & Reporting	5
	5.3	Governing Structures and Delegation	6
	5.4	Governance Functional Areas	7
	5.5	Stakeholders	8
6.		Delegation of powers and assignment of duties	9
7.		Chairpersons Responsibilities	10
8.		Company Secretary	11
9.		Meeting procedures	11
	9.1	Frequency	11
	9.2	Confidentiality statement and Declaration of interest	12
	9.3	Attendance	13
	9.4	Appointment of Chairperson	13
	9.5	Agenda and minutes	13
	9.6	Quorum and Voting	14
10		Board Induction, Mentorship and Succession	15
11		Directors Training and Development	15
12		Board Evaluation and Assessment	15
13		Remuneration	16
14		Publication of Charter and Board Committee Terms of Reference	16
15		Approval and Review of Charter	16

## 1. INTRODUCTION

- 1.1 In terms of the Shareholders Agreement of Erongo RED ("the Company"), the main object and business of the Company is the distribution and supply of electricity to Customers in the Erongo Region and all objects ancillary thereto, including wiring, network support, the provision of commercial services and finance and related corporate support, including all plenary powers to enable it to realize its main and ancillary objects. The Company may not pursue any other main object and business unless the Shareholders unanimously resolve otherwise.
- 1.2 The Board of Directors ("the Board") of the Company acknowledges the need for a Board charter ("the Charter") as recommended in the Corporate Governance Code for Namibia (hereinafter referred to as "NamCode").
- 1.3 The Charter has been adopted by the Company's Board. This Charter is in addition to and is not intended to change or interpret any legislation and/or regulations applicable in Namibia and is in conformity with the stipulations in the Shareholders' Agreement.
- 1.4 As a good governance tool, the Charter has been adopted into the Shareholders Agreement for consistency as it relates to the appointment of Directors by all Shareholders.
- 1.5 This Board Charter is subject to the provisions of the Companies Act No. 71 of 2008 ("Companies Act"), the company's Articles of Association (AOI), the Shareholders Agreement, and any other applicable law or regulation.

## 2. PURPOSE OF THE CHARTER

- 2.1 The purpose of this Charter is to set out the Board's role, and responsibilities as well as the requirements for its composition, its meeting, and other procedures. The Board is also responsible for discharging the responsibilities of the Company as set out in the Shareholders Agreement and the strategic plan. The Company Secretary, Executive, and Senior Management and staff exist to support the Board in executing its responsibilities.
- 2.2 The Charter will also ensure that the practices of the Board are consistent with and reflect the Board's commitment to ethical and effective leadership aligned to good corporate governance practices as stipulated in the NamCode and King IV.

## 3. COMPOSITION

- 3.1 The composition of the Board shall consist of nine (9) members as prescribed by the provisions in the Shareholders Agreement and will be non-executive Directors.

excluding the Chief Executive Officer who is a non-voting ex officio director. The Board will define, and will continuously review, its skill requirements and communicate this to the Shareholders. The Board will seek to augment its skills as required based on the existing skills.

- 3.2 The composition of the Board should, in terms of good governance principles, collectively include, but are not limited to, the following mandatory and/or preferred professional skill sets:
- (i) Electrical Engineering (with experience in Project Management, Energy and the Electricity Distribution and Supply Industry);
  - (ii) Accounting, Finance, Audit & Economics;
  - (iii) Human Resources;
  - (iv) Law including experience in Corporate Governance & ESG;
  - (v) Public Administration with experience in Stakeholder Engagement;
  - (vi) Local & Regional Government experience
- 3.3 Directors will be nominated for appointments to the Board based on their identified skills, knowledge, and experience to meet the needs of the Board. The identification and appointment of Directors will be done in line with the Shareholder's agreement.
- 3.4 In terms of clause 4.3.1.1 of the Shareholders Agreement, a shareholder may appoint a substantive director and an alternate director for each director appointed.

#### 4. TERM OF OFFICE

- 4.1 In accordance with good governance the prescribed term of office of appointed members of the Board is prescribed to be three (3) years, with eligibility for reappointment at the expiration of that term, however, a member may not hold office for more than two consecutive terms.
- 4.2 In the spirit of complying with the above governance guideline the Shareholders at the annual general meeting held on 29 February 2024 adopted the Board Charter of the Board of Directors of Erongo RED as a governance guideline for the appointment of Directors and resolved as follows:
- 4.2.1 The Shareholders approved the adoption of the Board Charter of the Board of Directors of Erongo RED in relation to Director appointments.
- 4.2.2 The term of office for directors shall be a minimum of one three (3) year term and a maximum of two consecutive terms without eligibility for a third (3<sup>rd</sup>) term while ensuring continuity of skills on the Board.

4.2.3 That the Shareholders be informed of the expiry of the terms of office of the directors to ensure preparation for confirmation and/or new nominations and appointments.

## 6. ROLES AND RESPONSIBILITIES

### 6.1 Leadership, Ethics and Corporate Citizenship

6.1.1 Lead ethically and effectively by cultivating the characteristics of integrity, competence, fairness, transparency, accountability, and responsibility and exhibit them in their conduct.

6.1.2 Govern the ethics of the organisation in a way that supports the establishment of an ethical culture by:

- a) Setting the direction on how it should be approached;
- b) Approving codes of conduct and ethics policies and oversee management's implementation thereof; and
- c) Exercising ongoing oversight of the management of ethics.

6.1.3 Ensure that the organisation is and is seen to be a responsible corporate citizen, by setting the direction for corporate citizenship it should be approached and addressed.

6.1.4 The Directors must at all times observe their fiduciary duties and act in the best interest of Erongo RED and are to use their best efforts to ensure Erongo RED is properly managed on a sustainable basis and continuously improved;

6.1.5 The roles and responsibilities of the Board are to ensure that it acts as the focal point for, and custodian of, corporate governance by managing its relationship with management and other stakeholders of Erongo RED along sound corporate governance principles, including ethics.

### 6.2 Strategy, Performance and Reporting

6.2.1 Appreciate that the organisation's core purpose, its risks and opportunities, strategy, business model, performance and sustainable development are inseparable elements of the value creation process, by:

- a) Steering and setting the direction for strategy;
- b) Considering, challenging and approving management's formulation of short, medium and long-term strategy;

- c) Approving policies and operational plans developed by management to give effect to the approved strategy, and
  - d) exercising ongoing oversight of strategy implementation and assessment
- 5.2.2 Ensure that reports issued by the organisation enable its stakeholders to make informed assessments of the organisation's performance as well as its short, medium and long-term prospects by:
- a) Setting the direction of how its reporting should be approached.
  - b) Approving management's determination of the reporting frameworks to be used;
- 5.2.3 Overseeing that reports comply with legal requirements and meet the needs of stakeholders; and
- 5.2.4 Ensuring the integrity of external reports, including the integrated report and annual financial statements.

### 5.3. Governing Structures and Delegation

- 5.3.1 Act as the focal point and custodian of corporate governance of Erongo RED by steering and setting its strategic direction, approving policy and planning that give effect to that direction, overseeing and monitoring the implementation and execution by the management and ensuring accountability for Erongo RED's performance through reporting and disclosures;
- 5.3.2 Assume responsibility for governing body composition by setting the direction and approving the processes for it to attain the appropriate balance of knowledge, skills, experience, diversity, and independence to objectively and effectively discharge its governance role and responsibilities;
- 5.3.3 Promote diversity in its membership including field of knowledge, skills and experience, age, culture, race, and gender, including the setting of targets for race and gender representation;
- 5.3.4 Determine the number of outside professional positions that the Chair and the other governing body members are allowed to hold, taking into account the relative size and complexity of the organisations the Chair or governing body members are involved with, as well as consideration of the impact to the organisation's reputation any outside professional positions have;

- c) Approving policies and operational plans developed by management to give effect to the approved strategy, and
  - d) exercising ongoing oversight of strategy implementation and assessment
- 5.2.2 Ensure that reports issued by the organisation enable its stakeholders to make informed assessments of the organisation's performance as well as its short, medium and long-term prospects by
- a) Setting the direction of how its reporting should be approached,
  - b) Approving management's determination of the reporting frameworks to be used;
- 5.2.3 Overseeing that reports comply with legal requirements and meet the needs of stakeholders; and
- 5.2.4 Ensuring the integrity of external reports, including the integrated report and annual financial statements.

### 5.3. Governing Structures and Delegation

- 5.3.1 Act as the focal point and custodian of corporate governance of Erongo RED by steering and setting its strategic direction, approving policy and planning that give effect to that direction, overseeing and monitoring the implementation and execution by the management and ensuring accountability for Erongo RED's performance through reporting and disclosures;
- 5.3.2 Assume responsibility for governing body composition by setting the direction and approving the processes for it to attain the appropriate balance of knowledge, skills, experience, diversity, and independence to objectively and effectively discharge its governance role and responsibilities;
- 5.3.3 Promote diversity in its membership including field of knowledge, skills and experience, age, culture, race, and gender, including the setting of targets for race and gender representation;
- 5.3.4 Determine the number of outside professional positions that the Chair and the other governing body members are allowed to hold, taking into account the relative size and complexity of the organisations the Chair or governing body members are involved with, as well as consideration of the impact to the organisation's reputation any outside professional positions have;

- 5.3.5 Ensure that its arrangements for delegation within its own structures promote independent judgement and assist with balance of power and the effective discharge of duties.
- 5.3.6 Ensure that the evaluation of its performance and that of its committees, its Chair and its individual members, support continued improvement in its performance and effectiveness;
- 5.3.7 Ensure the appointment of, and delegation to, management contribute to role clarity and the effective exercise of authority and responsibilities;
- 5.3.8 Appoint the CEO, formally evaluate the performance of the CEO, and ensure there is succession planning in place for the position;
- 5.3.9 Appointing or removing the Company Secretary and reviewing his/her performance;
- 5.3.10 Set the parameters for the powers which it reserves for itself, and those that are to be delegated to management;
- 5.3.11 Ensure that there is access to professional and independent guidance on corporate governance and its legal duties, and that it has support to coordinate the functioning of the governing body and committees.
- 5.4 Governance Functional Areas
- 5.4.1 Govern risk in a way that supports the organisation in setting and achieving its strategic objectives, by:
- a) Setting the direction of how it should be approached and addressed in the organisation;
  - b) Approving policies that articulate and give effect to the set strategic direction;
  - c) Delegating to management the responsibility to implement, execute and provide ongoing oversight;
  - d) Considering the need for periodic independent assurance; and
  - e) Evaluating and agreeing on the nature and extent of risks that the organisation is willing to take in pursuit of its strategic objectives
- 5.4.2 Govern technology and information in a way that supports the organisation in setting and achieving its strategic objectives, by:

- a) Setting the direction of how it should be approached and addressed in the organisation.
  - b) Approving policy that articulates and gives effect to the set strategic direction;
  - c) Delegating to management the responsibility to implement and execute and provide ongoing oversight; and
  - d) Considering the need for periodic independent assurance.
- 5.4.3 Govern compliance with applicable laws and adopted, non-binding rules, codes and standards in a way that supports the organisation being ethical and a good corporate citizen by:
- a) Setting the direction of how it shall be approached and addressed in the organisation;
  - b) Approving policy that articulates and gives effect to the set strategic direction;
  - c) Delegating to management the responsibility to implement and execute and provide ongoing oversight; and
  - d) Considering the need for periodic independent assurance.
- 5.4.4 Ensure that the organisation remunerates fairly, responsibly and transparently to promote the achievement of strategic objectives and positive outcomes in the short, medium and long term, by:
- a) Setting the direction of how it should be approached and addressed in the organisation;
  - b) Approving policy that articulates and gives effect to its direction on fair, responsible and transparent remuneration; and
  - c) Ensuring that remuneration is disclosed by means of a remuneration report.
- 5.4.5 Ensure that assurance services and functions enable an effective control environment and that these support the integrity of information for internal decision-making and of the organisation's external reports, by:

- a) Setting the direction concerning the arrangements for assurance services and functions;
- b) Satisfying itself that an effective and robust combined assurance model is applied, which is designed and implemented to cover the organisation's significant risks and material matters; and
- c) Approve the internal audit charter, ensure the arrangement achieves the desired purpose, and appoint the chief audit executive.

## 5.5 Stakeholders

5.5.1 Adopt a stakeholder inclusive approach that balances the needs, interests, and expectations of material stakeholders in the best interests of the organisation over time, by:

- a) Setting the direction of how it should be approached and addressed in the organisation;
- b) Approving policies that articulate and give effect to the set strategic direction;
- c) Delegating to management the responsibility to implement, execute and provide ongoing oversight; and
- d) Overseeing that the organisation encourages proactive engagement with all stakeholders.

The Board should do everything necessary to fulfil its role as set out above.

## 6. DELEGATION OF POWERS AND ASSIGNMENT OF DUTIES

- 6.1 The Board may from time to time in terms of the Shareholders Agreement establish appropriate Committees to assist it in the discharge of its responsibilities. However, the Board will not delegate any of its decision-making authority to those Committees.
- 6.2 Formal minutes of each Committee meeting will be prepared and circulated to each of the Directors within the time frame set out in the relevant Committee's Term of Reference, together with a clear list of recommendations and/or other matters and issues for the consideration of the full Board at the next Board meeting.

- 6.4 Membership of Board Committees will be based on the needs of Erongo RED, relevant legislative or guidelines and other requirements and the skills and experience of the individual Directors.
- 6.5 Membership of any Committee will be restricted to Directors. The specific requirements of each Committee are set out in its Terms of Reference.
- 6.6 The Board must designate a member to be the Chairperson of the Committee.
- 6.7 The Board may at any time dissolve or reconstitute a Committee.
- 6.8 The Board is not divested or relieved of a power or function which has been delegated or assigned to a Committee.
- 6.9 A decision by the Committee in the exercise of a power delegated to the Committee, is subject to approval by the Board, and the Board may at any time vary or set aside the decision.
- 6.10 The current committees of the Board are the following:
- 6.10.1 Audit and Risk Management Committee;
  - 6.10.2 Remuneration and Nomination Committee, and
  - 6.10.3 Social & Ethics Committee.
- 6.11 Delegation is formal and involves the following:
- 6.11.1 Formal terms of reference are established and approved for each committee of the Board;
  - 6.11.2 The Committees' terms of reference are reviewed every three years or as and when the board deems necessary;
  - 6.11.3 The Committees are appropriately constituted with due regard to the skills required by each committee; and
  - 6.11.4 Taking independent advice at cost to the company in connection with their duties following a Board approved process.

- 6.4 Membership of Board Committees will be based on the needs of Erongo RED, relevant legislative or guidelines and other requirements and the skills and experience of the individual Directors.
- 6.5 Membership of any Committee will be restricted to Directors. The specific requirements of each Committee are set out in its Terms of Reference.
- 6.6 The Board must designate a member to be the Chairperson of the Committee.
- 6.7 The Board may at any time dissolve or reconstitute a Committee.
- 6.8 The Board is not divested or relieved of a power or function which has been delegated or assigned to a Committee.
- 6.9 A decision by the Committee in the exercise of a power delegated to the Committee, is subject to approval by the Board, and the Board may at any time vary or set aside the decision.
- 6.10 The current committees of the Board are the following:
- 6.10.1 Audit and Risk Management Committee;
  - 6.10.2 Remuneration and Nomination Committee; and
  - 6.10.3 Social & Ethics Committee.
- 6.11 Delegation is formal and involves the following:
- 6.11.1 Formal terms of reference are established and approved for each committee of the Board;
  - 6.11.2 The Committees' terms of reference are reviewed every three years or as and when the board deems necessary;
  - 6.11.3 The Committees are appropriately constituted with due regard to the skills required by each committee; and
  - 6.11.4 Taking independent advice at cost to the company in connection with their duties following a Board approved process.

- 9.1.5 The Board may invite any person who has expert knowledge of a matter before the Board in relation to that matter, but such person has no vote.
- 9.1.6 The Chairperson of the Board should meet and or liaise with the Company Secretary or the Chief Executive Officer or the Executive Manager of Finance & Administration and/or all three prior to a Board meeting to discuss important issues and agree on the agenda.
- 9.1.7 Any meeting of the board may be held by conference telephone, cell including video conference and any other media provided all present at the meeting can hear and speak to the other members attending in real time.

## 9.2 Confidentiality Statement and Declaration of Interest

- 9.2.1 A Board member or committee member who has a direct or indirect financial or other personal interest in any matter which is likely to conflict with the interests or objects of Erongo RED, shall as soon as possible after the relevant facts have come to his or her knowledge, disclose the nature of his or her interest in a meeting of the Board or of a committee, as the case may be, where the matter is to be considered or discussed.
- 9.2.2 Every member of the Board must in writing disclose to the Chairperson any direct or indirect financial interest which the member has, or acquires in any business carried on in Namibia or elsewhere or in any body corporate carrying on any business in Namibia or elsewhere.
- 9.2.3 A member who has or acquires any financial or other personal interest, either directly or indirectly, in any matter which is before the Board for discussion and determination must-
- (a) Immediately and fully disclose the interest to the Board; and
  - (b) Withdraw from any further discussion or determination by the Board of that matter.
- 9.2.4 Disclosure to the Board shall be deemed to be disclosure to Erongo RED.
- 9.2.5 A financial or any other personal interest of a member referred to herein shall include the financial interest of the spouse, parent, child, or business partner of the member.
- 9.2.6 Directors must comply with the requirements of the Erongo RED Code of Conduct for Directors and Conflict of Interest Policy.

- 9.2.7 At the commencement of each meeting, all governing body members should declare whether they have any conflict of interests in respect of a matter on the agenda.
- 9.2.8 The company secretary maintains a declaration of interests register, to be completed by each governing body member and updated regularly.

### 9.3 Attendance

- 9.3.1 Members of the Board must attend all scheduled meetings, including meetings called on an ad-hoc basis for special matters unless a prior apology, with reasons, has been submitted to the Chairperson or Company Secretary. Any prior apology, with reasons, will be minuted by the Company Secretary.
- 9.3.2 The Board may invite the Executive and/or Senior Management to attend meetings and the Board may allow any person, staff member, any other person or representative of a body or organisation, whom the Board wishes to invite for any purpose to attend Board scheduled meetings including meetings called on an ad-hoc basis for special matters, but such person has no right to vote.
- 9.3.3 A decision of the Board or an act performed under the authority of the Board shall not be invalidated only by reason of the fact that a person not entitled to sit as a member of the Board was in attendance when the decision was taken or act authorised, if the decision was taken or act authorized by a majority of the members who were present and entitled to vote at such a meeting.
- 9.3.4 The Company Secretary will be the secretary to the board.

### 9.4 Appointment of the Chairperson

- 9.4.1 The Board is empowered by the Shareholders Agreement to elect a Chairperson and a Vice-Chairperson and to determine the period for which he/she holds office. This should generally follow after an AGM.
- 9.4.2 The Chairperson will be one of the Board's non-executive Directors. In the absence of the Chairperson, the Vice-Chairperson will Chair. In the absence of both the Chairperson and the Vice-Chairperson the Directors present must elect a Director present to chair the meeting and the person so elected shall perform all the functions and exercise the power of the Chairperson during that meeting.

### 9.5 Agenda and Minutes

- 9.5.1 The Board must establish an annual work plan for each year to ensure that all relevant matters are covered by the agendas of the meetings planned for the year. The annual plan must ensure proper coverage of the matters laid out in this Charter. The more critical matters will need to be attended to each year while other matters may be dealt with on a rotation basis over a year period. The number, frequency, timing and length of meetings, and the agendas are to be determined in accordance with the annual plan.
- 9.5.2 A detailed agenda, together with supporting documentation, shall be circulated by the Company Secretary, at least 7 (seven) days prior to each meeting to the members of the Board and other invitees.
- 9.5.3 The board may, by written consent of 75% (seventy-five percent) of its members, shorten or waive the notice requirements for meetings.
- 9.5.4 Board members must be fully prepared for Board meetings and be able to provide appropriate and constructive input on matters for discussion.
- 9.5.5 The Company Secretary or his/her designee shall minute the proceedings and resolutions of all meetings of the Board, including recording the names of those present and in attendance.
- 9.5.6 The minutes must be completed within 7 (seven) business days after the meeting and circulated to the Chairperson and members of the Board for review thereof. The minutes must be formally approved by the Board and signed by the Chairperson, at its next scheduled meeting.

### 9.6 Quorum and Voting

- 9.6.1 The quorum for a Board meeting shall be at least 5 (five) members or alternatives: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next succeeding working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the members then present are a quorum.
- 9.6.2 A quorum must be present at all times during any Board meeting.

- 9.6.3 Individuals in attendance at Board meetings by invitation may participate in discussions but do not form part of the quorum for Board meetings and may not vote.
- 9.6.4 Each director, and in his or her absence, his or her alternate, shall have 1 (one) vote and each vote shall be of equal weight.
- 9.6.5 The Chairperson is entitled to exercise a second and casting vote as chairperson with a view to breaking any deadlock between members of the board.

#### 10. BOARD INDUCTION, MENTORSHIP & SUCCESSION

- 10.1 A formal induction program is established for new members of the Board.
- 10.2 A formal induction program takes place for newly appointed directors containing relevant information about the company, as approved by the Board.
- 10.3 Inexperienced directors are developed through an informal mentorship program, approved by the Board.
- 10.4 The Board has an approved succession plan in place for the CEO and other executive members. This plan provides for the identification, mentorship, and development of future candidates.

#### 11. DIRECTORS TRAINING AND DEVELOPMENT

- 11.1 A continuing professional development program is implemented, which ensures that directors receive regular briefings on changes in risks, laws, and the business environment.
- 11.2 Director development programs shall be established taking the results of the annual board evaluation into account as approved by the Board.

#### 12. BOARD EVALUATION AND ASSESSMENT

- 12.1 The performance of the Board, Board Committees and individual directors will be assessed annually, whether internally or independently.
- 12.2 The Chairperson, through the Remuneration and Nomination Committee or Company secretary, may if necessary engage a suitably experienced person(s) to perform the evaluations.

12.3 Based on the results of the performance assessment, the board may identify necessary training and development needs for the board, committees, and individual directors

12.4 Informal monitoring of a director's preparation, attendance of meetings and participation and contribution in meetings shall be monitored and if considered insufficient, the Chair shall address same with the relevant director.

### 13. REMUNERATION

13.1 The Board will consider for adoption a remuneration policy established by the Remuneration & Nomination Committee for Directors, which is designed to enhance corporate and individual performance. The level of remuneration will be designed to attract and maintain talented and motivated Directors.

13.2 The maximum amount of annual fees and additional fees payable to Directors will be proposed by the Board to be approved by resolution of the Shareholders.

### 14. PUBLICATION OF THE BOARD CHARTER AND COMMITTEE TERMS OF REFERENCE

14.1 The Board Charter and the committee's terms of reference will be available to each Director.

14.2 A copy of this Charter will be published on the Erongo RED website.

### 15. APPROVAL OF THIS CHARTER

15.1 This Board Charter was approved by the Board on 17 June 2024 and will be due for review every 3 years or as required in terms of good governance principles and by the Board.

*1/19/2026 Every paper a  
Submission to [unclear]  
for Council consideration*

**ANNEXURE C**

*[Signature]*  
9/3/26

To: Mr. Alfeus Benjamin  
Chief Executive Officer  
Swakopmund Council

FROM: Cllr. Shivute A. Angula  
Chairperson of the management Committee  
Swakopmund Council

Date: 09/03/2026

RE: SUBMISSION OF ERONGO RED BOARD OF DIRECTORS.

Dear Sir

I trust this letter finds you well.

I write this letter on behalf of Management Committee (MC) Swakopmund Council to submit names of members of Swakopmund community to be the Board of Directors at the Erongo Red to represent the Municipality of Swakopmund per directive from Council through the Management Committee Meeting held on 18 February 2026. Please take note that the Alternates will be submitted at a later stage.

The MC has identified the following names as eligible individuals to be part of the Erongo Red Board of Directors

Name	ID number.
Wilfried Otto Groenewald	51103000152
Ismail N. Kalipi	82060611441

Yours sincerely

*[Signature]*

Cllr. Shivute A. Angula  
Chairperson of Management Committee  
(0817877457)

