

Municipality of Swakopmund

AGENDA ORDINARY COUNCIL MEETING

ON
THURSDAY
31 JULY 2025

AT
19:00



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Ordinary Council Meeting - 31 July 2025



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Ref No 5/2/1/1/2

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25 July 2025

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 31 JULY 2025

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

TIME : 19:00



Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

AK/-



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| | None. | |
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| | None. | |
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None.

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

None.

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

3.1 Application for leave of absence:

- Councillor S M Kautondokwa - Approved
- Councillor D Namubes - Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

(C/M 2025/06/26 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 03 JUNE 2025**

(C/M 2025/06/26 - 5/2/1/1/2)

On the proposal of Councilor M Henrichsen, seconded by Councilor E Shitana, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 03 June 2025, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

(C/M 2025/06/26 - 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.

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

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Honourable Councillors, Fellow residents of Swakopmund

Please allow me to share with you the Council announcements, highlighting key events, initiatives, and developments that took place during the month of June.

1. Public Meetings and Community Engagement - Matutura

On **22 June 2025**, Council successfully hosted a public meeting in Matutura, specifically engaging the residents of the NHE housing area. The purpose of the meeting was to create a platform for residents to raise service-related concerns, receive clarity on municipal matters, and engage directly with Council representatives.

Key issues discussed included infrastructure maintenance, municipal service delivery, and community safety. The feedback received will inform Council's future planning and service improvement initiatives. Council sincerely thanks all residents who participated in this important discussion.

2. Law Enforcement - Wheelie Bin Recovery Operation

The improper use of municipal wheelie bins has become a growing concern in Swakopmund. Residents have raised complaints about bins being used in criminal activities, such as the transport of stolen goods, and being removed from private properties without consent.

In response, Council, in partnership with the Namibian Police, launched a targeted recovery operation on **23 June 2025**. The campaign aims to protect municipal assets, ensure public safety, and raise awareness on the responsible use of refuse bins.

Several bins were confiscated during the first phase of the operation, and individuals found misusing them were cautioned and educated. This initiative will continue until the **end of July**, and residents are encouraged to secure their bins and report any incidents of misuse.

3. International Day Against Drug Abuse and Illicit Trafficking - SAADA Event

On **26 June 2025**, the Municipality, through its flagship initiative **Swakopmund Against Alcohol and Drug Abuse (SAADA)**, hosted a successful event to mark the **International Day Against Drug Abuse and Illicit Trafficking**.

The event brought together youth, survivors, stakeholders, government officials, and healthcare professionals in a unified effort to raise awareness about substance abuse and its impact on individuals and families. The programme included educational talks, testimony sharing, and panel discussions aimed at empowering, especially young people, to make healthier life choices.

SAADA continues to promote its mission of awareness, prevention, and enforcement, and Council extends its appreciation to all partners and community members who made the event a success.

4. Upcoming AUSC Region 5 Youth Games - Swakopmund Ready to Host

The African Union Sports Council (AUSC) Region 5 Youth Games will take place in Namibia from **4 to 13 July 2025**, with Swakopmund and Windhoek selected as the official host cities. Originally scheduled for Mozambique, the games were relocated to Namibia due to unforeseen circumstances.

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Over **2,500** athletes and technical officials from **10 countries** are expected to compete in this 11th edition of the games, across **12** sporting disciplines. As one of the host towns, Swakopmund is more than ready to welcome this prestigious regional event.

Council is working closely with national stakeholders to ensure smooth preparations, world-class facilities, and a memorable experience for all athletes and visitors. The games will not only promote sports development but also bring significant economic and tourism benefits to our town.

Residents are encouraged to support the event, attend games, and help showcase the warm spirit and hospitality that Swakopmund is known for.

Honourable councillors, Ladies and gentlemen

As always, Council remains grateful to you, our residents and visitors of Swakopmund, for your continued support, cooperation, and participation in building a safer, stronger, and a more united community.

I thank you.

His Worship Cllr Blasius Goraseb

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 JUNE 2025

(C/M 2025/06/26 - 5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 17 June 2025 be noted.

11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING JUNE 2025

11.1 MANAGEMENT COMMITTEE MEETINGS HELD ON 17 AND 26 JUNE 2025

11.1.1 ERF 4897, SWAKOPMUND: APPLICATION FOR CONSENT TO TRANSFER UNDEVELOPED INDUSTRIAL ERF TO A SUBSIDIARY COMPANY WITH SAME OWNERSHIP

(C/M 2025/06/26 - E 4897)

RESOLVED:

(a) That Council considers the merit of the application being that:

- (i) Mr Gerrit Christo John Mouton is the same sole shareholder of both The Old Power Station (Pty) Ltd and of Germa Fishing (Pty) Ltd;
- (ii) That excluding / transferring Erf 4897, Swakopmund from the portfolio of The Old Power Station (Pty) Ltd is a commercially convenient option for the company to proceed with the sale of two other properties as going concerns (rental unit income) in the portfolio of The Old Power Station (Pty) Ltd, being Erf 8717, Windhoek and Erf 8158, Windhoek

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- (b) That based on point (a) above, Council waives the pre-emptive right in terms of clause 7.1.3 of the deed of sale of Erf 4879, Swakopmund to allow the transfer of ownership of Erf 4879, Swakopmund from The Old Power Station (Pty) Ltd to Germa Fishing (Pty) Ltd subject to:
- (i) Ownership of Erf 4879, Swakopmund, first be registered in the Deeds Registries Office in the name of The Old Power Station Investments (Pty) Ltd in terms of clause 14.1 of the deed of sale; and
 - (ii) All the conditions of the deed of sale be reimposed for Germa Fishing (Pty) Ltd.

11.1.2 **ERF 5229 EXTENSION 15 SWAKOPMUND: ASSESSMENT OF DEVELOPMENT PROPOSAL RECEIVED FOR ERF ZONED "INSTITUTIONAL"**
(C/M 2025/06/26 - E 5229)

RESOLVED:

- (a) That Council takes note of the development proposal received from Future Forward Learning Centre CC and EduSteps Private School CC in response to notice 18/2025.
- (b) That Council takes note that they are disqualified due to the entities being close corporations, which is specifically excluded in terms of the requirements to comply with.
- (c) That Erf 5229, Extension 15, Swakopmund, measuring 1 856m², be re-advertised for educational or welfare development in terms of the "institutional" zoning.
- (d) That a condition be added that should the entity be a profit-making entity, the purchase price be at full cost of installation of services, ie:
 - N\$154,976.00 for non-profit entities (50% of cost-of-service installation subsidized by Council)
 - N\$309 952.00 for profit-making entities (full cost of service installation)
- (e) That the standard reverting clause remains applicable for failure of developing the property (Annexure "B" attached to Annexure "G").

11.1.3 **EXTENSION 38, SWAKOPMUND: OFFER TO NATIONAL HOUSING ENTERPRISE**
(C/M 2025/06/26 - 17/1/4/2/1/11)

RESOLVED:

- (a) That in order to fast-track Council's housing delivery mandate, it is proposed that the sale and development of Extension 38, Swakopmund, be offered *in principle* and subject to conditions to the National Housing Enterprise in reply to their letter dated 26 March 2025.
- (b) That the Chief Executive Officer and General Manager: Corporate Services and Human Capital, be mandated to initiate discussions with NHE based on the same principle as the sale of Extension 10, Mondesa approved during 2007, under the following resolutions:

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- (i) *Item 11.1.6 of 28 June 2007*
 - (ii) *Item 11.1.3 of 24 April 2008*
 - (iii) *Item 11.1.5 of 06 November 2008*
 - (iv) *Item 11.1.4 of 02 June 2009*
- (c) That Erf 9821, Extension 38, Swakopmund, be excluded from the offer as a portion measuring approximately 5 ha has been allocated to the Werner Erkes Foundation and the remaining portion of approximately 3 ha is subject to a geotechnical assessment to determine the suitability for housing purposes (old refuse dump site).
- (d) That the following points be addressed in the offer:
- (i) *The eastern boundary is occupied by informal households (see discussion under 3.4 above).*
 - (ii) *The value and status of the development of Matutura Proper by Quintessential Trading and Consultancy as a middle-income residential development.*
 - (iii) *The approximate cost for services installation, excluding Erf 9821, i.e., amounting to a minimum of N\$43.3 million (173 233m² x N\$250.00/m²).*
 - (iv) *The reservation of approximately 10% of the erven zoned "single residential" for municipal employees on NHE's lists for allocation based in terms of their affordability; and*
 - (v) *That the General Manager: Engineering & Planning Services be consulted regarding technical requirements and standards regarding land development and top structure construction.*
- (e) That point (b) of Council's decision passed on 01 April 2025 under item 11.1.3 be repealed in order to provide for the above offer to NHE.
- (f) That Council approves the offer to NHE subject to:
- (i) *NHE acceptance of the offer within 30 days.*
 - (ii) *NHE provision of an implementation timeline for the development within 60 days of acceptance of the offer.*

11.1.4 **SWAKOPMUND PRACTICAL SHOOTING CLUB: NEW LEASE PERIOD**
(C/M 2025/06/26 - 13/3/1/5)

RESOLVED:

- (a) That Council approves a further 5-year lease period for Swakopmund Practical Shooting Club, which period will commence on 01 October 2026 and terminate on 31 September 2031 for the lease site measuring approximately 24.1196 Ha in extent.
- (b) That the existing annual rental tariff be levied as from 01 November 2024, subject to the escalation of 7% on 01 July 2025, i.e at an annual rental amount of N\$1,468.79 + N\$220.32 (15% VAT) = N\$1,689.11.
- (c) That the lease periods be advertised together in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended at the cost to Swakopmund Practical Shooting Club and permission be obtained from the Minister of Urban and Rural Development as required in terms of the same Act.

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- (d) That Council reserves the right to cancel the leases if valid objections from the public are received.
- (e) That the following conditions be applicable:
- (i) *The annual rental amount be as stated under point (c) above.*
 - (ii) *That a refundable deposit, equal to one year's rent, be payable and adjusted according to the annual increase, and any shortfall be levied.*
 - (iii) *That the lease period is terminable by either party by giving / receiving 3 months' written notice.*
 - (iv) *That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and be removed at the cost of the lessee at the termination / lapsing of the lease period.*
 - (v) *That Council be indemnified against any and all claims (downrange and damages) from the public or members of the club which may arise due to the use of the site by the club;*
 - (vi) *That the Municipal Council has unrestricted right of access to the area.*
 - (vii) *That the lease site only be used as a shooting range for any related activities.*
 - (viii) *That the site be restored to an acceptable condition on termination / lapsing of the lease period to the satisfaction of Council and, failing which, Council will restore the lease area to its previous condition for the account of the Swakopmund Practical Shooting Club;*
 - (ix) *That the club erects an acceptable perimeter fence (used tyres) and warning signs, especially downrange, to warn the public of the danger existing on the site due to the use of firearms; and*
 - (x) *The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained.*

11.1.5

OUTCOME OF THE INVITATION FOR DEVELOPMENT PROPOSALS FOR EXTENSIONS 4 AND 5, MATUTURA

(C/M 2025/06/26 - 17/1/4/2/1/14)

RESOLVED:

- (a) That in addition to point (c) of the Management Committee decision made on 15 April 2025 under item 10.4, Council takes note of the development proposal received from R and S Property Developers and Construction CC for the installation of services to Extension 4, Matutura as summarized under points 3.3 and 3.4 above.
- (b) That Council takes note that the proposal received from R and S Property Developers and Construction CC is disqualified as the entity is not a company as required under point 3.1 of the proposal document.
- (c) That Council approves the re-advertising for the invitation of development proposals for Extensions 4, Matutura, open to any form of business to allow proposals from close corporations as well.

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11.1.6 **WAIVING OF RESTRICTION ON ALIENATION AND OR TRANSFER
CONDITION - ERF 434, SWAKOPMUND**

(C/M 2025/06/26 - E 434)

RESOLVED:

That Council waives the restrictive condition of alienation and or transfer contained in Deed of Transfer T 3010/1919 and thereby grants approval in respect of Erf 434, Swakopmund to enable the sale of the erf from Peter John Louw (9/10 shares) and Jessica Le Grange (1/10 share) to Mia Rousseau (7/10 shares) and Johan Marnus de Waal (3/10 shares).

11.1.7 **PROPOSAL TO HOST A NEW YEAR'S CELEBRATION WITH A FIREWORKS
DISPLAY IN SWAKOPMUND**

(C/M 2025/06/26 - 13/3/2/1)

RESOLVED:

- (a) That Council approves the hosting of the Swakopmund New Year's Celebration Countdown 2025 on 31 December 2025.
- (b) That the event be hosted at the Platz Am Meer Mall, as it is the ideal location to host the Swakopmund New Year's Celebration Countdown 2025.
- (c) That the event starts at 12H00 noon on 31 December 2025 and that the area be vacated by 01H00 am on 1 January 2026.
- (d) That the Marketing & Communications Section be responsible to inform all affected members of the community in the surrounding area.
- (e) That Council approves the use of fireworks (pyrotechnics) at the annual event only for about 10 minutes, and that the rest of the town be strictly policed to prevent fireworks from being used in residential areas.
- (f) That a suitably qualified professional be appointed to operate the fireworks displays on 31 December 2025.
- (g) That a suitably qualified service providers for technical equipment and entertainment be appointed for the event.
- (h) That the beach area be laid out to accommodate picnics with sufficient access, and the area for fireworks be cordoned off.
- (i) That a total of 15x vendors be invited to apply for stands at a cost of N\$500.00 per application.
- (j) That sufficient bins and mobile ablution facilities be provided by the Health Services Department.
- (k) That the Municipal Traffic Division, Namibian Police, Special Reserve Force, Namibian Navy, securities companies and First Aid and Emergency Responders be invited to provide safety and security services at the event.
- (l) That Erongo RED be approached to sponsor electricity and temporary light poles.
- (m) That the following officials be part of the Organising team:

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Manager: Corporate Services - **Mr A Plaatzie**
Marketing & Communications Officers - **Ms A Gebhardt**
- **Mr V Vihanga**
- **Ms R Kandanga**
Sports & Recreational Officer - **Mr B Oaseb**
Public Relations Officers - **Ms L Mupupa**
Assistant Animal Control - **Mr D Guruseb**
** Names of the members serving on this organising team are subject to change according to availability and responsibilities during the progress of the event.*

- (n) That overtime be paid to the officials serving on the Organising Committee.
- (o) That the event be hosted annually on 31 December and that budgetary provision be made accordingly.
- (p) That the following standards be applicable:
- (i) That the area is kept clean at all times.
 - (ii) That Council NOT be indemnified against any claims that may arise from using the area.
 - (iii) That the area be restored to its original condition and to the satisfaction of the General Manager: Economic Development Services.
 - (iv) That the sound be restricted to the immediate surrounding area.
 - (v) That the area be vacated by 01H00 am on 1 January 2026 and no one be allowed to overnight.
 - (vi) That no sale of alcohol be permitted.

11.1.8 **INVITATION: ONGWEDIVA TRADE FAIR 2025**
(C/M 2025/06/26 - 3/15/1/1)

RESOLVED:

- (a) That Council approves participation in the Ongwediva Trade Fair, scheduled to take place from 22- 30 August 2025 in Ongwediva.
- (b) That the General Manager: Finance avails funds for the lease of an 18m stall at the cost of N\$11,550.00.
- (c) Additionally, the following will be required:
1. One exhibitor's pass - N\$200.00.
 2. One vehicle pass at N\$180.00.
 3. Two access pass booklet (14 pages) at N\$600.00 (N\$300.00 each).
 4. Total: N\$980.00
- (d) That permission be granted for the following Municipal officials to represent Council at the Opening Ceremony and throughout the duration of the Trade Fair:
1. **Public Relations Officer** - **Linda Mupupa**
 2. **Marketing & Communications Officer** - **Veimuna Vihanga**
 3. **Investment and Tourism Officer** - **Oscar Homateni**
 4. **Environmental Officer** - **Paulina Engelbrecht**

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- (e) That the subsistence and travelling allowances for the officials totalling N\$89,600.00 be defrayed from the relevant departmental Conference and Expenses vote.
- (f) That special leave be granted to the officials as from 20 August 2025 to 31 August 2025.
- (g) That Council's minibus be availed to travel to and from Ongwediva.
- (h) That permission be granted for the procurement of various promotional items such as water bottles, pens, etc., for the event to the value of N\$15,000.00.
- (i) That permission be granted for procurement of professional exhibition stand set up, break down and design to the value of N\$48,000.00.
- (j) That staff claim overtime for hours worked over weekends and after hours.
- (k) That Local Tourism Operators in Swakopmund be approached to sponsor prizes that can be won at the exhibitors' stand by visitors.
- (l) That the stand be decorated with balloons, arts and crafts and refreshments (water and peppermint sweets) to the value of N\$5 031.25. Expenses be defrayed from the Corporate Services Publicity Vote: 150515533000, where N\$90,646.10 is available.

11.1.9 **15TH TKCMC (TRANS KALAHARI CORRIDOR MANAGEMENT COMMITTEE) JOINT LAW ENFORCEMENT OPERATION FROM 07-13 JULY 2025, GHANZI, BOTSWANA**

(C/M 2025/06/26

11/1/4/35)

RESOLVED:

- (a) That Council grants permission to Senior Traffic Officer T. Shindume and the Manager: Emergency Law Enforcement, Mr. M Cloete, to attend the 15th TKCMC Joint Law Enforcement Operation from 07-13 July 2025 in Ghanzi, Botswana.
- (b) That the cost of subsistence and travelling allowance be defrayed from the Conference Vote: 350515505500, where N\$100,000.00 is available.

| No | Staff Member | Traveling: Swk-Whk (N\$) | Traveling: With-Jurameg Botswana | Lunch Tariff(N\$) | Overnight Allowance(N\$) SADC Countries | Accommodation Allowance(N\$) SADC Countries | Amount(N\$) |
|--------------|--------------|--------------------------|----------------------------------|-------------------|---|---|------------------|
| 1 | M Cloete | 4000.00 | Min of Works & Transport-None | 400.00 | 8 days x 1000.00 = 8 000.00 | 8 days x 1000.00 = 8 000.00 | 20 400.00 |
| 2 | T Shindume | None | None | 400.00 | 8 days x 1000.00 = 8 000.00 | 8 days x 1000.00 = 8 000.00 | 16 400.00 |
| TOTAL | | 4000.00 | None | 800.00 | 16 000.00 | 16 000.00 | 36 800.00 |

- (c) That special leave be granted to the two officials during this period to attend the 15th TKCMC operation in Botswana.
- (d) That, In future, the participants be rotated in order to provide exposure to all staff members.

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11.1.10 **AMBIENT AIR MONITORING IN SWAKOPMUND BY UNIVERSITY OF NAMIBIA NORTH CAMPUS**

(C/M 2025/06/26 - 12/2/4/5, 17/1/3/7)

RESOLVED:

- (a) That Council approves the collaboration between the University of Namibia, School of Health Systems and Public Health, University of Pretoria and Swakopmund Municipality in the ambient air quality monitoring project.
- (b) That Council allows the University of Namibia, School of Health Systems and Public Health and the University of Pretoria to set up ambient air monitoring equipment at the Swakopmund Municipal Head Office in Swakopmund
- (c) That the appointment of Mr Robeam Ujaha as the focal person of this project be approved and that the General Manager: Health Services & Solid Waste Management appoints a Secundi for Mr R Ujaha as required from time to time to fulfil commitments towards this project.
- (d) That the Management Committee attends the presentation session on 05 August 2025 from the University of Namibia.

11.1.11 **REQUEST TO RE-ALLOCATE FUNDS FOR MODIFYING A COMPACTOR TRUCK WITH A CRANE**

(C/M 2025/06/26 - 17/2/5/2/3)

RESOLVED:

- (a) That Council takes note of the request for the reallocation of surplus funds for the modification of a compactor truck with a crane.
- (b) That Council approves reallocating the surplus funds of N\$505,467.00 to modify the compactor truck with a crane.

11.1.12 **REQUEST FOR PERMISSION TO SELL PROMOTIONAL BRANDED APPAREL AT THE TOURISM INFORMATION CENTRE**

(C/M 2025/06/26 - 5/4/9)

RESOLVED:

- (a) That the proposal for the sale of promotional branded apparel at the Tourism Information Centre be approved.
- (b) That the General Manager: Finance, avail a speed point machine that will be permanently used for the monetary transaction at the Tourist Information Centre.
- (c) That the Corporate Services and Human Capital (Marketing & Communications Section) be responsible for the administration of the promotional merchandise and branded material that will be sold at the Tourism Information Centre.
- (d) That the funds made from the sales of the branded apparel and items be deposited into the Sundry Vote: 150522072000.

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11.1.13 **CONSOLIDATION OF ERVEN 278 (A PORTION OF ERF NO. 32) AND 294 ROSSMUND INTO CONSOLIDATED ERF X**
(C/M 2025/06/26 - RM 278 AND RM 294)

RESOLVED:

- (a) That the consolidation of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund be approved.
- (b) That the current title deed conditions registered against Erven 278 (a Portion of Erf No. 32) and 294 Rossmund should be retained and be registered against the consolidated Erf "X".
- (c) That the applicant be advised to seek legal assistance to appeal against the levying of the consolidated erf as if it was still two properties against the Rossmund Golf Estate Homeowners Association.
- (d) That the applicant provides proof that the consolidation of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund has been approved by the Minister and provides Council with approved diagrams before any submission of relaxation or building plans to the Engineering and Planning Services Department for approval.
- (e) 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.
- (f) That the Rossmund Golf Estate Home-owners Association 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.

11.1.14 **REQUEST TO APPROVE THE DRAFT DEED OF DONATION FOR ERVEN SERVICED WITH GOVERNMENT FUNDING IN VARIOUS EXTENSIONS IN DRC**
(C/M 2025/06/26 - 15/2/1/2)

RESOLVED:

That Council approves the draft Deed of Sale (Annexure "A"), on file, for donation of erven in Extension 24 and 25, (Seaside), DRC Proper (Extensions 27, 29, 30), Extension 28 (Seaside), Extension 31, South and Extension 37, Swakopmund, of which erven were serviced with government funds.

11.1.15 **CHANGE OF NAME OF THE PURCHASER OF ERF 4765, MONDESA FROM NICOLAAS PETRUS PHILANDER TO NDUBA AND FILS PROPERTIES CC**
(C/M 2025/06/26 - M 979, M 4765)

RESOLVED:

- (a) That Council approves the change of name of the purchaser of Erf 4765, Mondesa, from Nicolaas Petrus Philander to Nduba and Fils Properties CC, being the current owner of Erf 979, Mondesa.

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- (b) That an addendum to the deed of sale of Erf 4765, Mondesa, be compiled to reflect the name of the purchaser as Nduba and Fils Properties CC
- (c) That once the addendum in point (b) above is signed, Masiza Law Chambers be requested to transfer Erf 4765, Mondesa, simultaneously with registration of the consolidated Erf 4768, Mondesa, in the name of Nduba and Fils Properties CC

11.1.16 **REZONING OF ERF 2060, SWAKOPMUND EXTENSION 1 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO PORTION A AND REMAINDER**

(C/M 2025/06/26 - E 2060)

RESOLVED:

- (a) That the rezoning of Erf 2060, Swakopmund Extension 1, from *Single Residential* with a density of 1:900m² to *Single Residential* with a density of 1:300m² and subsequent subdivision of Erf 2060, Swakopmund, Extension 1 into Portion A and Remainder be turned down.
- (b) That Council uphold and be consistent with its previous decisions (C/M 2023/01/26, C/M 2024/04/30 and C/M 2025/04/27).
- (c) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.17 **APPLICATION FOR THE SUBDIVISION OF ERF 7041, SWAKOPMUND, EXTENSION 26 INTO PORTION A AND REMAINDER**

(C/M 2025/06/26 - E 7041)

RESOLVED:

- (a) That Erf 7041, Swakopmund Extension 26, be subdivided into Portion A and Remainder.
- (b) That the subdivision will have the following effect:

| Portion No. | | Zoning |
|--------------------|---------------------------|----------------------|
| Portion A | 2802 m² | Institutional |
| REM/ 7041 | 1764 m² | Institutional |
| Total | 4566m² | |

- (c) That the conditions registered against Erf 7041, Swakopmund Extension 26, be retained and that the following conditions be registered against the newly created Portion A.
- (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*

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- (ii) The building value of the building to be erected on the erf shall be at least two times the municipal valuation of the erf.
- (d) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme, and no parking on street reserve shall be tolerated.

11.1.18 **40/40 (CREDIT-LINK) HOUSING PROJECT: THE ALLOCATION OF ERF 1399, EXTENSION 7, MATUTURA TO A FIRST-TIME PROPERTY OWNER**
(C/M 2025/06/26 E 1399 M)

RESOLVED:

- (a) That Council approves the allocation and subsequent sale of Erf 1399, Matutura, Extension 7 "Voetstoots" (as is), including the existing foundation, to Ms. Wilhelmine Naapopye lithete, subject to the following conditions:

| No | NAME | Erf No | Size | Purchase Price |
|----|---------------------------------|--------|------|----------------|
| 1. | Ms. Wilhelmine Naapopye lithete | 1399 | 315 | NAD 56 000.00 |

- (i) That Council approves the draft Deed of Sale, attached as Annexure "D", on file.
- (ii) That Council enters into a Deed of Sale agreement directly with Ms. Wilhelmine Naapopye lithete for the total purchase price of the property, which will be the agreed-upon price between Ms. lithete and Embamba Investment CC, encompassing the value of the land (N\$56,000.00) and the cost of the new construction.
- (iii) That the Deed of Sale explicitly states that the full purchase price shall be paid by Ms. Wilhelmine Naapopye lithete directly to Council's designated bank account.
- (iv) That the Council's Finance Department establishes a clear procedure to monitor and ensure the timely receipt of the N\$56,000.00 from the purchaser upon confirmation of the transfer of the property to Ms. Wilhelmine Naapopye lithete.
- (b) That point (h) of the Council Resolution of November 28, 2024, stating that Embamba Investment CC be responsible for paying the current value of the land to Council, be repealed.
- (c) That Council approves the Municipal valuation roll value of N\$56,000.00 payable by the purchaser, Ms. Wilhelmine Naapopye lithete.
- (d) That Embamba Investment CC will be responsible for paying the advert cost of N\$11,286.40 (Annexure E) in accordance with point (g) of Council resolution of November 28, 2025; however, the amount is subject to change. Following approval of the proposal, fresh quotations will be requested from the two Newspapers.
- (e) That all other conditions of the Council resolution of 28 November 2024 under item 11.1.12, not in direct conflict with these recommendations, remain in full force and effect.

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11.1.19 **CHANGE OF THE NAME OF THE ENTITY PURCHASING ERF 9239, SWAKOPMUND**

(C/M 2025/06/26 - E 1608, E2805, E9239, 9240)

RESOLVED:

- (a) That Council accepts and approves the change of name from Haida & Haida Close Corporation into Haida & Haida (PTY) Ltd as the purchaser of Erf 9239, Swakopmund (Extension 7).
- (b) That all Council's resolutions passed regarding the sale of Erf 9239, Swakopmund (Extension 7) be amended to substitute the name Haida & Haida Close Corporation with Haida & Haida (PTY) Ltd throughout.
- (c) That all other conditions of the resolutions remain the same.
- (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 for Council to proceed with the sale of Erf 9239, Swakopmund (Extension 7) to Haida & Haida (PTY) Ltd.

11.1.20 **REQUEST FOR APPROVAL OF THE DEED OF SALE FOR EXTENSION 31, NORTH SWAKOPMUND AND OTHER LOW-COST HOUSING PROJECT**

(C/M 2025/06/26 - 15/2/1/2)

RESOLVED:

That Council approves the draft Deed of Sale (Annexure "A") for Extension 31, North, Swakopmund and any Extension in DRC where Council funds are utilised for the installation of services.

11.1.21 **SALE OF A PORTION OF THE REMAINDER ERF 2747, SWAKOPMUND TO ESTATE LATE A.JL VAN BILJON**

(C/M 2025/06/26 - E 384, E2747)

RESOLVED:

- (a) That Council applies to the Ministry of Urban and Rural Development to proceed with the sale of a portion of the Remainder Erf 2747, Swakopmund measuring approximately 122m² to the Estate of the Late Mr Albertus Johannes Ludevicus Van Biljon as required in terms of Section 63 (3) (b) of the Local Authorities Act 23 of 1992 as amended.
- (b) That Council takes note of the objection received after the closing date of 15 April 2025, which cannot be considered.

11.1.22 **PROPOSAL FOR COUNCIL TO PURCHASE TICKETS FOR THE SWAKOPMUND BUSINESS BREAKFAST MEETING**

(C/M 2025/06/26 - 12/2/1/2/2)

RESOLVED:

- (a) That Council accepts the quotation from the MTC Dome Hotel Swakopmund to the value of N\$42,000.00 to host its 4th Annual Swakopmund Business Breakfast Meeting on 11 July 2025.

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- (b) That Council purchase 40x tickets valued at N\$8,000.00 (N\$200.00 each).
- (c) That innovative businesses be invited to showcase their products or services at the event on a barter basis.
- (d) That the expenses for the 40x tickets be defrayed from the Publicity Vote: 150515533000, where N\$54,906.10 is available.

1.1.1.23 **FEEDBACK REPORT - ASSESSMENT AND BENCHMARKING OF PUBLIC TRANSPORT BUS SERVICES AT THE CITY OF WINDHOEK**
(C/M 2025/06/26 - 17/2/B/1/4)

RESOLVED:

- (a) That the Council takes note of the benchmarking exercise undertaken by the Economic Development Department at the City of Windhoek, and the best practices, and practical lessons learned, specifically related to the establishment of a sustainable public transport system in Swakopmund.
- (b) That Council continues with further assessment towards the development of a sustainable Public Transport Master Plan.
- (c) That Council engages with key stakeholders in the transport sector for the creation of a reliable and cost-effective public transport system.

1.1.1.25 **EVALUATION REPORT OF THE PRESENTATIONS IN RESPECT OF THE EXPRESSION OF INTEREST FOR THE MANAGEMENT OF SWAKOPMUND EMERGENCY SHELTER**
(C/M 2025/06/26 - T 610)

RESOLVED:

- (a) That Council takes note of the evaluation/assessment report for the Management of Swakopmund Emergency Shelter on Erf 610, Tamariskia.
- (b) That Council approves Uni-Health/SAAPA as the most suitable organisation to manage the Emergency Shelter.
- (c) That the property be leased to Uni-Health/SAAPA for a period of 9 years and 11 months with close performance monitoring by the Economic Development Services Department, subject to cancellation in case of breach of contract.
- (d) That the Uni-Health/SAAPA be responsible for all day-to-day maintenance, staffing, remuneration, bedding, meals and security services.
- (e) That the award to Uni-Health/SAAPA be subject to the following conditions:
 - (i) *Management of the Facility*
 - *Maintenance of the facility*
 - *Day-to-day operations*

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- **Recruitment and management of staff**
 - (ii) **Physical Operational Standards (Safety & security)**
 - Adequate lighting, locks and surveillance
 - Safety & Security (separate space for different vulnerable groups)
 - Security personnel
 - Hygiene and Sanitation (regular cleaning & pest control)
 - Access to clean toilets, showers & laundry facilities
 - Adequate space per person to prevent overcrowding
 - (iii) **Health and Well-being (access to health care)**
 - On-site or referral system to medical & mental health
 - First Aid and emergency care available
 - (iv) **Mental Health and Psychological Support Services**
 - Counselling services,
 - Referral system
 - Nutrition (adequate and safe, appropriate meals) & beddings
 - Special dietary needs to accommodate diabetics, vegetarians or religious practices
 - (v) **Protection and Safeguarding**
 - GBV and Child Protection Policies
 - Clear protocols for reporting and addressing abuse
 - Training staff to handle disclosures sensitively and confidentially
 - Confidential record-keeping and case management
 - Resident privacy, e.g. sleeping, bathing & counselling areas
 - (vi) **Resident Rights and Participation**
 - Informed consent and Intake Procedures
 - Clear rules and residents' rights are explained upon intake
 - Consent forms for data sharing and services
 - Resident Feedback Mechanisms, e.g. suggestion box, grievance procedures
 - Engagement of residents in shelter governance or planning
 - (vii) **Case Management and Reintegration**
 - Exit planning and support for reintegration into the community
 - Linkages to services, partnership with housing programs, addiction services, legal aid and vocational training
 - (viii) **Staffing and Capacity**
 - Ensure qualified and trained staff in trauma-informed care & GBV sensitivity
 - Payment of staff salaries
 - Regular refresher training and psychosocial support for staff
 - Sufficient staffing to ensure personalised attention and safety
 - (ix) **Monitoring & Evaluation Systems**
 - Regular data collection on occupancy, demographics, and outcomes
 - Performance Indicators, e.g. reduction in substance use, incidents of violence reported
 - Regular audits and reviews (internal & external evaluations to assess compliance and effectiveness)
 - Quarterly reports to Key Stakeholders such as the Municipality of Swakopmund
-

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- 11.1.26 **REQUEST TO APPROVE THE DRAFT DEED OF DONATION FOR ERVEN SERVICED WITH GOVERNMENT FUNDING IN VARIOUS EXTENSIONS IN DRC**
(C/M 2025/06/26 - 15/2/1/2)

RESOLVED:

That Council approves the draft Deed of Sale (Annexure "A") for donation of erven in Extensions 24 and 25, (Seaside), DRC Proper (Extensions 27, 29, 30), Extension 28 (Seaside), Extension 31, South and Extension 37, Swakopmund, of which erven were serviced with government funds.

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

None.

The meeting adjourned: **20:03.**

Minutes to be confirmed on **31 July 2025.**

Councillor B R IGoraseb
MAYOR

Mr Afeus Benjamin
CHIEF EXECUTIVE OFFICER

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

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 15 JULY 2025**

2. **CONFIRMATION OF MINUTES**

(M/C 2025/07/15 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 17 JUNE 2025**

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

RESOLVED:

That the Minutes of the Management Committee meetings held on 17 June 2025 be confirmed as correct.

2.2 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 26 JUNE 2025**

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

RESOLVED:

That the Minutes of the Management Committee meetings held on 26 June 2025 be confirmed as correct.

10.1 **PRESENTATION BY MESSRS REDFORCE - PROVISION OF REVENUE COLLECTION (DEBT COLLECTION) AND ANCILLARY SERVICES FOR SWAKOPMUND TOWN COUNCIL**

(M/C 2025/07/15 - 3/2/7)

RESOLVED:

- (a) **That Council takes note of the Presentation by Messrs RedForce.**
 - (b) **That Council's status quo remains unchanged with regard to revenue and debt collection, and that the appointment of a debt collection agent is not deemed necessary at this stage.**
-

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

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 15 JULY 2025**

11.1.1 **UPDATE ON THE DEVELOPMENT OF ERF 4650, SWAKOPMUND-STEPPING STONE**

(C/M 2025/07/31 - E 4650)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **7.1** page **03** refers.

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

1. **Introduction**

The purpose of this submission is for Council to consider the explanation provided by Stepping Stone for the delays in the development of Erf 4650, Swakopmund, and to consider a further extension of time to develop the property. Development is currently ongoing and anticipated to be finalized by **30 November 2025**.

2. **Latest Decision**

NF Management Namibia CC, on behalf of Stepping Stone, had an audience with Management Committee on **09 February 2023**, and the following was resolved under item 7.1:

(a) *That the presentation by NF Management Namibia CC on behalf of Stepping Stone Trust, be noted.*

(b) *That Stepping Stone be granted extension until 31 May 2025*

The above resolution was communicated to Stepping Stone on **22 February 2023 (Annexure "A")**, whereafter an addendum was signed to allow for a 2-year extension of time for the construction and completion of a place of education on Erf 4650, Extension 9, Swakopmund. The period lapsed on **31 May 2025**.

3. **Background**

On **26 January 2017**, under item 11.1.8, Council allocated Erf 4650, Swakopmund to Stepping Stone Trust, as follows:

(a) *That Erf 4650, Extension 9, Swakopmund measuring 6,293 m² be sold to Stepping Stone Trust at a purchase price of 50% of the cost for the installation of services, it is:*

- $6\,293\text{m}^2 \times (\text{N}\$88.00 \div 2 = \text{N}\$44.00) = \text{N}\$276\,892.00.$

(b) *That Council's standard conditions as per Annexure "E" (on file) be applicable to the sale."*

Subsequent to the finalization of the required statutory processes, the purchase price was paid and transfer of ownership in the name of the trust was registered on **08 May 2018**. The purpose of the sale is for the construction of a place of education to provide special education to

children affected by a variety of disorders who require special education (clause 9.2 of the deed of sale).

On **17 December 2018**, the trust was reminded of clause 10 of the deed of sale, which stipulates as follows:

10.1 *The PURCHASER acknowledges, accepts and undertakes as far as the construction of the improvements on the ERF is concerned, to:*

10.1.1 ...

10.1.2 *Commence with Construction of the approved building(s) on the ERF within 12 months from the transfer date; and*

10.1.3 *Finalize construction of the approved building(s) on the ERF within a period of 5 (f) years from the transfer date; and* } *There for development initially had to be finalized by 08 May 2023.*

10.1.4 *Submit a report to the SELLER regarding the progress made on all construction-related activities on the ERF every six months until such time as the SELLER provides the PURCHASER with a Final Completion Certificate; and*

The trust was regularly informed (**08 May 2019, 16 August 2021, 27 September 2021, 08 June 2022, and 09 February 2023**) to comply with the above clauses, and informal reports from their architect were received.

On **09 February 2023**, Council approved the first extension of time for completion of construction of the facility.

4. Current Situation

Council issued a notice dated **28 February 2025** to Stepping Stone requesting them to provide progress of the development to comply with the conditions of the Deed of Sale.

A reply dated **02 May 2025 (Annexure "B")** was received from Stepping Stone giving feedback on the development of the school. They stated that they have experienced a few months of delay as they had to make amendments to their building plans.

They further confirm that the building contract was also signed earlier in April, and construction has commenced on site in April 2025.

Apart from the delay on the development of Erf 4650, Swakopmund, Stepping Stone confirms that they are determined to complete the building by November 2025 in order for the school to move in and commence business from January 2026.

Seeing that Stepping Stone is making progress on the development of the building on Erf 4650, Swakopmund, it is proposed that Council grant Stepping Stone an extension of time until 30 November 2025 to complete the project.

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

RECOMMENDED:

- (a) That Council takes note of the explanation given by Stepping Stone for the delay of the development of Erf 4650, Extension 9, Swakopmund, within the additional two prescribed 2-year period granted in terms of Management Committee resolution dated 09 February 2023 under item 7.1.
- (b) That a further extension of time be granted to Stepping Stone for the construction and completion of a school on Erf 4650, Extension 9, Swakopmund until 30 November 2025.
- (c) That an addendum to the Deed of Sale be compiled to amend clause 10.1.3 to read:

That the extension period commences from the date of the last party signing the addendum.



MUNICIPALITY OF SWAKOPMUND

Ref No: E 4650

Enquiries: Ms A Uushona

(064) 4104216
 088614514
 53 Swakopmund
 NAMIBIA
www.swakopmun.com.na
aushona@swkmun.com.na

22 February 2023

NF Management Namibia CC
 P O Box 40296
 Ausspannplatz
 WINDHOEK
 10017

+264 (0) 85754 6593 / admin@nfm.com.na

Dear Sir

**ERF 4650, SWAKOPMUND:
COMMENCEMENT AND COMPLETION OF CONSTRUCTION - STEPPING STONE TRUST**

I refer to your letter dated 05 December 2022, Council's resolution of 12 January 2023 under item 10.12 as well your presentation at the Management Committee Meeting of 09 February 2023.

The following decision was passed on 09 February 2023 under item 7.1.

- (a) *That the presentation by NF Management Namibia CC on behalf of Stepping Stone Trust, be noted.*
- (b) *That Stepping Stone be granted extension until 31 May 2025.*

Please take note of Council decision above.

An addendum to the agreement will be compiled in terms of point (b) above for signing by Stepping Stone Trust.

Should you have any further enquiries, please do not hesitate to contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully,



From: Almarie Mostert <almarie@steppingstonenamibia.com>
Sent: Friday, 02 May 2025 11:30 AM
To: Emilia Nakale <enakale@swkmun.com.na>
Cc: admin@nfm.com.na; D Divan <divan.mostert@gmail.com>; Stephny Bruwer <sbruwer@swkmun.com.na>
Subject: Re: Progress report Development of Erf 4650 Swakopmund

Good Morning Emelia

Please find attached our letter in response

Kind Regards

Almarie Mostert
Founder & Principal



Phone: +264 81 1433896

E-mail: almarie@steppingstonenamibia.com

Website: www.steppingstonenamibia.com



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 @steppingstoneswakopmund 
 info.steppingstone.namibia@gmail.com 

April 2025

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

Dear Sir,

UPDATE ON ERF 4650

COMMENCEMENT AND COMPLETION OF CONSTRUCTION – STEPPING STONE TRUST

We are very excited to share the update on above mentioned erf. As we had to make amendments to our building plans, we have experienced a few months of a delay, but I would like to inform you that the building contract was signed earlier this month and construction has commenced on site.

Kneumayer is the contracted construction company that will manage the building work of Stepping Stone School.

Construction is planned to be completed by November 2025 in order for Stepping Stone School to move in and commence business from January 2026.



Please do not hesitate to call me at 0811282203 or 0811433896 for any further queries

A handwritten signature in cursive script that reads 'Almarie Mosteert'.

Yours sincerely,
 Almarie Mosteert
 On behalf of Stepping Stone Trustees

11.1.2 **TAPEYA INVESTMENT HOLDING (PTY) LTD: EXECUTION OF DEVELOPMENT AGREEMENT FOR EXTENSION 3, MATUTURA**

(C/M 2025/07/31 - 17/1/4/2/1/14)

Ordinary Management Committee Meeting of 15 July 2025, Addendum 7.2 page 08 refers.

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

1. **PURPOSE**

The purpose of this submission is for Council to consider an application received on **28 April 2025** from Tapeya Investment Holding (Pty) Ltd (hereinafter "Tapeya") for the following amendments / concessions in terms of the development agreement:

- 1.1 to reconsider the split / division of erven based on the zonings approved by Council on **31 May 2018** under item 11.1.25;
- 1.2 to consider the increase of the period allowed for the installation of services from the current 24 months from commencement date to 40 months from the commencement date;
- 1.3 to allow the development of Extension 3, Matutura in 5 phases in terms whereof each phase will result in erven becoming available within 8 months;
- 1.4 transfer of ownership of the erven directly from Council to the third parties (clients of Tapeya) and that no rates and taxes be levied from Tapeya, but only from the third parties once the houses are occupied; and
- 1.5 that the completed houses complies with the square meters requirements in terms of the agreement, but can be constructed in phases.

The above request is to ensure the feasibility of the project due to increased costs since the inception of the agreement during 2020.

On **22 May 2025**, the application was discussed internally with the relevant departmental management.

Each of the above points are discussed **under point 4** below in terms of concessions made for both Quintessential Trading & Consultancy (Pty) Ltd and Matsi Investment (Pty) Ltd.

Attachments:

| | |
|---------------------|--|
| Annexure "A" | : A letter dated 28 April 2025 received from Tapeya. |
| Annexure "B" | : Council's letter dated 25 March 2025 addressed to Tapeya. |
| Annexure "C" | : Compliance with Clause 3 by 17 June 2021 . |
| Annexure "D" | : Resubmission of proof of funding by Sanlam. |
| Annexure "E" | : A screenshot of clauses 5.8.4 and 5.8.5. |
| Annexure "F" | : Breach Clauses 8.1 and 8.2. |
| Annexure "G" | : A zoning map of Extension 3, Matutura. |
| Annexure "H" | : An aerial map of Extension 3, Matutura. |

2. **INTRODUCTION**

In reply to letters issued by Council dated **23 July** and **16 September 2024**, letters dated **10 October 2024** and **21 February 2025** were received from Tapeya requesting Council to renegotiate the development agreement.

A reply **24 March 2025 (Annexure "B")** was issued to Tapaya confirming that Council does not renegotiate the terms of the agreement, but allowed concessions to Quintessential Trading & Consultancy (Pty) Ltd and Matsi Investment (Pty) Ltd, which can be equally considered for them.

Clause 2.8.2.12.2 states the following with regard to the responsibilities of the various General Managers in execution of the development agreement:

"2.8.2.12.2 in carrying out the obligations resting upon it under and in terms of this Agreement, represented by its incumbent General Managers by virtue of their general or specific delegated powers or by virtue of an express provision to that effect in this Agreement;"

Notwithstanding the above, the Corporate Services Department endeavors to coordinate the execution of the agreement with the Finance Department and the Engineering & Planning Services Department.

The respective departments are aware of the above obligations resting upon them.

3. **BACKGROUND**

In order to provide a chronological background serving as information for the current status of the project, the following is reported:

3.1 **2021**

In terms of clause 3 of the development agreement (which is a suspensive condition), Tapaya substantially complied with the requirements by the due date, i.e. **21 June 2021**.

Attached as **Annexure "C"** is the submission of the required compliance dated **17 June 2021**.

A submission was tabled to Council to report on the performance of the various private developers at the time, and the following decision was made on **30 August 2021** under item 11.1.17:

"(b) That the following two developers be granted an extension of time of another 180 days (18 December 2021) to comply with clause 3, based on the substantial progress and commitment evident from their progress reports:

- (i) Tapeya Investment Holding (Pty) Ltd*
- (ii) Quintessential Trading and Consultancy (Pty) Ltd"*

3.2 **2022**

On **27 January 2022** under item 11.1.38 Council granted an extension of time to perform by **28 February 2022**. Tapaya complied with all requirements and stated that a confirmation to commence in writing is required from the Engineering & Planning Services Department.

3.3 **2023**

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

"(a) That the following developers:

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

be referred to Nedbank or a registered financial institution for assessment for possible project finance and be granted time until 29 September 2023 to comply with clause 3.1.4 of the development agreement, i.e. to provide proof that a registered financial

institution has committed to finance the full project cost and that they can provide between 20% - 30% of the equity requested and the sales to cover the 70% - 80% funding by a registered financial institution

- (b) That a report on the performance of the developers under point (a) above be submitted to Council after the due date of 29 September 2023 for further consideration.
- (c) That for economic empowerment purposes the contractors be kept on the Council data base and be referred to other potential private investors / developers for sub-contracting".

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

On **27 September 2023**, Tapaya resubmitted their proof of funding to execute the servicing and development of Extension 3, Matutura (**Annexure "D"**).

On **09 November 2023**, the following was reported to the Management Committee with regard to the performance of Tapeya at the time:

"(i) Signing of the Addendum to the Agreement

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

(ii) Compliance with Clause 3.1.4

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

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

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

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

"(a) That Council does not permit the developers to bond Council's property allocated to them for servicing.

(b) That it be noted that the bonding of the land will shift all risk to Council."

(iii) Applications / Requests

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

With reference to the above report, Council made the following decision on **12 December 2023** under item 11.1.28:

"(ii) Tapaya Investment Holding (Pty) Ltd

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

Tapaya was informed accordingly per letter dated **19 December 2023**.

3.4 **2024**

Not being aware that Tapeya has not commenced with the project execution, the Corporate Services Department on **23 July 2024** issued a letter to Tapaya requesting them to provide a progress report regarding the execution of clauses 5.8.4 and 5.8.5 of the agreement as compliance with clause 3 was confirmed by Council on **12 December 2023** (a screenshot of clauses 5.8.4 and 5.8.5 is attached as **Annexure "E"**).

The requirement in terms of clause 5.8.4 was specifically pointed out to the developer in writing on **18 January 2021** and was again pointed out in a letter dated **18 October 2024**.

As compliance with clause 3 was confirmed by Council on **12 December 2023**, the developer should have commenced with the development within 60 days from the fulfilment date, i.e., **10 February 2024**.

A reminder was issued on **16 September 2024**, requesting a reply by **11 October 2024**.

A letter dated **10 October 2024** was received from Tapeya requesting Council to renegotiate the terms of the development agreement. A memorandum was issued to the Engineering & Planning Services Department on **23 October 2024**.

Comments were received on **14 March 2025** whereafter the letter dated **25 March 2025** was issued (see **Annexure "B"**).

A reply from Tapeya was received on **28 April 2025 (Annexure "A")** which is the subject of this submission to the Management Committee.

4. **Discussion of the Application dated 28 April 2025**

Although no clear reasons were given for not commencing with the project, it is required to discuss the following points raised by Tapeya and approve the issuing of a notice to rectify the breach of non-compliance as provided for in clause 8.1 of the development agreement.

4.1 **Reconsideration of the Division of Erven between Tapeya and Council**

Tapeya points out that in terms of the allocation/division of the various erven, it was incorrectly pointed out that there are 3 erven zoned "General Business", where it is in actual fact 4 erven.

This can also be seen on the attached zoning map, **Annexure 'G'**.

Tapeya confirms that they specialize in residential development and therefore proposes the following division of the erven:

| Zoning | Total Number of Erven | Original Division | | Proposed Division | | Percentage Retained by Council |
|-----------------------|-----------------------|-------------------|---------|-------------------|---------|--------------------------------|
| | | Developer | Council | Developer | Council | |
| Single Residential | 271 | 180 | 91 | 206 | 65 | 24% |
| General Residential 2 | 1 | 1 | 0 | 1 | 0 | 0% |
| Local Business | 9 | 5 | 4 | 0 | 9 | 100% |

| | | | | | | |
|------------------------------|--------|---|-----------|---|-----------|------|
| General Business | 3 4 | 2 | 1 | 0 | 4 | 100% |
| Public Open Space | 4 | 0 | 4 | 0 | 4 | 100% |
| Institutional | 1 | 0 | 1 | 0 | 1 | 100% |
| Local Authority | 1 | 0 | 1 | 0 | 1 | 100% |
| Total Area (m ²) | | | 73 291.96 | | 76 106.00 | |

Council will retain 2,814.04m² of land more than the original division, although not zoned "Single Residential". Whereas Council would retain 91 erven zoned "Single Residential", Council will, in terms of the proposed division, retain 65 erven zoned "Single Residential".

Comments from Property Section

(i) The proposed division of erven is reasonable, subject thereto that although Council will only retain 24% of the number of erven zoned "single residential", Council selects 24% of the number of erven comprising approximately 30% of the surface area of the erven zoned "single residential", i.e., the erven larger in size.

(ii) On **28 April 2022**, under item 11.1.5, Council considered an application by Matsi Investment (Pty) Ltd for the increase of the 48 erven zoned "single residential" allocated to them; Council on the said date passed the following resolution approving an additional 12 erven for allocation to the developer:

"(c) That Council approves the allocation of erven as follows:

| Total Erven | Zoning | Developer | Council |
|-------------|--------------------|-----------|---------|
| 97 | Single Residential | 60 | 37 |
| 5 | General Res 1 | 5 | 0 |
| 1 | General Res 2 | 1 | 0 |
| 2 | General Business | 0 | 2 |
| 2 | Municipal | 0 | 2 |
| 1 | Private Open Space | 0 | 1 |
| 1 | Undetermined | 0 | 1 |
| 2 | Institutional | 0 | 2 |

4.2 Construction Period

Tapeya requests that the period for the installation of services be increased to 40 months instead of 24 months.

Comments from the Property Section

Clause 5.8.5 stipulates as follows with regard to the installation of services and construction of houses (the fulfilment date was **12 December 2023** – see clause 2.8.2.8 attached as **Annexure "E"**):

"5.8.5 that the Developer completes the Development within the following time frames:

5.8.5.1 the Upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure: within 330 (three hundred and thirty) days of the Fulfilment Date; and, in the event of the internal services structure being developed in phases, that each such phase be completed within the respective time frame as stipulated in the construction programme (submitted by the Developer and approved by the Municipality in terms of 3.1.6 above, or as subsequently amended and approved by the Municipality in writing);

5.8.5.2 the construction of dwelling houses on the Single Residential Disposal Erven: within 330 (three hundred and thirty) days of date of the final completion of the internal services infrastructure, as certified by the Municipality in terms of clause 5.10.1.2, alternatively, if the development of the internal services infrastructure is carried out in phases (as approved by the Municipality), then within 330 (three hundred and thirty) days of date of final completion, as certified by the Municipality, of the respective phase of which the respective dwelling houses form part of."

Clause 5.8.5.1 should therefore have been completed on **06 November 2024**. A letter in this regard, dated **23 July 2024**, was issued to Tapeya.

The standard period for installation of services in terms of Council's Property Policy is 24 months, which will in this case be within 24 months from date of issuing notice in terms of clause 8.1 - see **Annexure "F"**). The standard period for the construction of houses is 48 months - these periods run concurrently.

It is however proposed that Council remains with the periods set out above (330 days), but that the commencement date starts running from date of Council issuing a notice to rectify the breach of non-compliance with clause 5.8.5 quoted above.

4.3 **Project Phases**

Tapeya requests to execute the project in 5 phases as indicate on page 3 of **Annexure "A"**.

Comments from the Property Section

This is a reasonable request, subject to all phases being completed within the 330 days set out in clause 5.8.5.1 above, i.e. not each phase having 330 days to complete the installation of services.

Furthermore, it is recommended that the development of the business erven be included in phases 4 and 5. So as to ensure the completion of the installation of services to the 13 erven zoned for business purposes which will be retained by Council.

If the time available is not sufficient, the developer must indicate what area they can developer within the 330 days, and return the rest of the land for further allocation by Council

4.4 **Transfer of Erven Directly from Council to Tapeya's Clients and Non-Levying of Rates and Taxes**

4.4.1 Tapeya requests that the erven be transferred directly from Council to their clients. It is incorrectly stated that such arrangement is in place with Quintessential Trading and Consultancy (Pty) Ltd.

Comments from the Property Section

The concession made for Quintessential Trading and Consultancy (Pty) Ltd is approved by Council on **04 April 2023** under item 11.1.17 to ensure that vacant erven are not sold:

- (a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.
- (b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:
 - (i) The house plans to the maximum value of N\$800 000.00; as well as.
 - (ii) Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800 000.00 exclusive of the site value) separately.

(iii) *A verified calculation expressing the cost of installing services per metre square."*

A similar concession can be made for Tapeya, but Council cannot transfer directly to the clients of Tapeya as Council is not a party to the agreement with Tapeya's clients and therefore has no rights and obligations toward them for future claims of, for example construction defects.

In terms of Section 14 of the Deeds Registries Act, Act 47 of 1937 as amended, transactions must follow the sequence in terms of the agreement, i.e., from Council to Tapeya to third parties.

- 4.4.2 Tapeya requests that the levying of rates and taxes be waived and only apply to the eventual owners of the houses.

Comments from the Property Section

The levying of site value rates and improvement rates are regulated in terms of clause 7 quoted below and in terms of the Local Authorities Act, Act 23 of 1992 Council does not have the authority to waive the levying of rates and taxes:

"SITE VALUE RATES

- 7.1 *The Municipality shall levy monthly and the Developer shall be liable to pay monthly, site value rates in respect of each of the Disposal Erven based on the zoning of each such erf and calculated at such rate, based on the municipal site value of each such erf, as determined by the Municipality in accordance with the provisions of the LA Act, as from -*
- 7.1.1 *date of registration of transfer of the respective Disposal Erf into the name of the Developer, or*
- 7.1.2 *the lapse of 45 (forty five) days of the date of the Municipality having tendered transfer of the respective Disposal Erf into the name of the Developer,*
- whichever date occurs earlier in time.*

IMPROVEMENT RATES

- 7.2 *The Municipality shall levy monthly and the Developer shall be liable to pay monthly, improvement rates in respect of each of the Single Residential Disposal Erven based on the municipal improvement value of such erf, as determined by the Municipality in accordance with the provisions of the LA Act, as from -*
- 7.2.1 *date of registration of transfer of the respective Single Residential Disposal Erf into the name of the Developer, or*
- 7.2.2 *the lapse of 45 (forty-five) days of the date of the Municipality having tendered transfer of the respective Single Residential Disposal Erf into the name of the Developer,*
- whichever date occurs earlier in time."*

- 4.5 **Completed Houses comply with Square Metre Requirements**

Tapeya applied that the completed house plan complies with the square meters requirement according to the agreement, but can be constructed in phases and not to be completed as part of the initial house construction.

Comments from the Property Section

This request is similar to the concession granted to Quintessential Trading & Consultancy (Pty) Ltd - see point 4.4.1 above and can be granted accordingly.

On **04 April 2023** under item 11.1.17 Council made the following decision to ensure that vacant erven are not sold:

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

5. **Issuing of Notice to Rectify Breach**

As stated previously, none of the requests above have an effect that could have delayed Tapeya to commence with the installation of services within 60 days from **12 December 2023** (a screenshot of clauses 2.8.2.8, 5.8.4 and 5.8.5 is attached as **Annexure "E"**).

It is therefore contractually required to issue a notice in terms of clauses 8.1 and 8.2 (see **Annexure "F"**). It is required that Tapeya commence with the execution of clauses 5.8.4 and 5.8.5 within 60 days from the date the notice is issued. This is a reasonable requirement as Tapeya was aware of the conditions of the agreement signed by them and it was specifically pointed out in a letter dated **18 January 2021**.

In addition to issuing a notice, Council should also waive the penalties in terms of clause .8.2:

"8.2 Should the Developer be in default by having failed to complete the development obligations placed upon it in clauses 5.4, 5.5 and 5.6 above, fully and finally, within the time frames stipulated in 5.8.5 above, the Municipality shall become entitled to impose and the Developer obliged to pay a non-completion penalty of N\$5 000,00 (Five Thousand Namibia Dollars) per calendar day, in respect of each and every calendar day that the Developer so remains in default."

6. **Conclusion**

Taking the above into consideration, the following is proposed as set out in the recommendation below.

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

RECOMMENDED:

- (a) **That Council takes note of the letter dated 28 April 2025 received from Tapeya Investment Holding (Pty) Ltd requesting the consideration of various amendments to the development agreement for Extension 3, Matutura, as per (g) below.**
- (b) **That Council takes note that Council confirmed on 12 December 2023 under item 11.1.28 that Tapeya Investment Holding (Pty) Ltd complied with the requirement of clause 3 and must proceed with the execution of the development agreement in terms of clause 5.8.4 within 60 days from 12 December 2023 and complete the installation of services within 330 days from the said date, i.e by 06 November 2024 as prescribed in terms of clause 5.8.5.1 followed by compliance with clause 5.8.5.2 (see Annexure "E").**

- (c) That it be noted that Tapeya Investment Holding (Pty) Ltd did not commence with clause 5.8.5.1 within the prescribed 60 days (clause 5.8.4).
- (d) That it be noted that the requested amendments under point (g) below had no effect on the commencement with the execution of clauses 5.8.4 and 5.8.5.
- (e) That Tapeya Investment Holding (Pty) Ltd be put on terms in terms of Clause 8.1 due to non-compliance with clauses 5.8.4 and 5.8.5 and be notified to commence with the said clauses within 60 days from the date of the notice to rectify the breach.
- (f) That Council postpones the penalties in terms of clause 8.2 to be in compliance with the new due dates in terms of point (e) above.
- (g) That Council considers the amendments requested by Tapeya Investment Holding (Pty) Ltd in their letter dated 28 April 2025 as follows:

(i) Redivision of Erven between Tapeya Investment Holding (Pty) Ltd and Council

1. That based on a similar concession approved by Council on 28 April 2022 under item 11.1.5 for Matsi Investment (Pty) Ltd, Council approves the following proposed division:

| Zoning | Total Number of Erven | Original Division | | Proposed Division | | Percentage Retained by Council |
|-----------------------------------|-----------------------|-------------------|------------------|-------------------|------------------|--------------------------------|
| | | Developer | Council | Developer | Council | |
| Single Residential | 271 | 180 | 91 | 206 | 65 | 24% |
| General Residential 2 | 1 | 1 | 0 | 1 | 0 | 0% |
| Local Business | 9 | 5 | 4 | 0 | 9 | 100% |
| General Business | 3 | 2 | 1 | 0 | 4 | 100% |
| Public Open Space | 4 | 0 | 4 | 0 | 4 | 100% |
| Institutional | 1 | 0 | 1 | 0 | 1 | 100% |
| Local Authority | 1 | 0 | 1 | 0 | 1 | 100% |
| Total Area (m²) | | | 73 291.96 | | 76 106.00 | |

2. That it be noted Council will retain 2 814.04m² land more than the original division, although not zoned "Single Residential". Whereas Council would retain 91 erven zoned "single residential", Council will, in terms of the proposed division, retain 65 erven zoned "Single Residential".
3. That Council selects 24% of the number of erven comprising approximately 30% of the surface area of the erven zoned "Single Residential", i.e., the erven larger in size.

(ii) Construction Period

1. That the request to increase the period for completion of installation of services to 40 months not be increased, and Council remains with the requirements in terms of clause 5.8.5, i.e 330 days, which will commence from the date of the notice being issued in terms of point (e) above.
2. That if the time available is not sufficient, Tapeya must indicate what area they can develop within the 330 days, and return the rest of the land for further allocation by Council.

(iii) Project Phases

1. That Council approves the development of Extension 3, Matutura, in 5 phases, subject to all phases being

completed within the 330 days set out in clause 5.8.5.1 above, i.e. not each phase having 330 days to complete the installation of services.

2. That the development of the business erven be included in phases 4 and 5 to ensure the completion of the installation of services to the 13 erven zoned for business purposes, which Council will retain.

(iv) Transfer of Erven Directly from Council to Tapeya's Clients and Non-Levying of Rates and Taxes

1. That Council does not approve the application to transfer erven directly to the clients of Tapeya Investment Holding (Pty) Ltd, but approves the following concession made for Quintessential Trading and Consulting (Pty) Ltd as per item 11.1.7 of Council's resolution of 04 April 2023:

(a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.

(b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:

- (i) The house plans to the maximum value of N\$800 000.00; as well as.
- (ii) Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800,000.00 exclusive of the site value) separately.
- (iii) A verified calculation expressing the cost of installing services per square metre."

2. That Council informs Tapeya Investment Holding (Pty) Ltd that Council does not have the authority to waive the levying of site value and improvement rates, and clauses 7.1 and 7.2 remain as is.

(v) Construction of Houses

1. That Council approves the application that the completed house plan complies with the square meters requirement according to the agreement, but can be constructed in phases and not to be completed as part of the initial house construction.

2. That the application be approved in terms of Council's resolution passed on 04 April 2023 under item 11.1.7 quoted under point (iv) 1. above.

- (h) That an addendum to the agreement be compiled and entered into, recording the above concessions.
-

Letter dated 28 April 2025 from Tapeya Investment Holding (Pty) Ltd

TAPEYA INVESTMENT HOLDING (PTY) LTD

PO Box 12
Swakopmund
Namibia

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

TD_nw_008
28 April 2025

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



ATTENTION: CHIEF EXECUTIVE OFFICER

Dear Sir

MATUTURA EXTENSION 3: EXECUTION OF JOINT VENTURE AGREEMENT

RE: LETTER DATED 24 MARCH 2025

We acknowledge the Swakopmund Municipality's response dated 24 March 2025

Tapeya Investment Holding (Pty) Ltd appreciates Swakopmund Municipality's response on its letter dated 23 October 2024 and 27 February 2025.

Existing Agreement Split and Number of Erven

It recently came to our attention that the Memorandum of Agreement Annexure Table refers to 3x General Business plots forming part of the Development. According to the LG Diagram and layouts there are 4x General Business plots forming part of Matutura Ext 4.

1.1.1. Extension 3 **Tapeya Investments**

1.1.1.1. Erven and Layout

- The extension 3 consists of a mixture of slight residential, General Residential, Business, Institutional, Local Authority, Public Open Space erven.
- This extension is targeted for Medium Income level.
- The composition of erven available is illustrated in the Table below.

| Erven | Split Number of Erven |
|---------------------|-----------------------|
| Slight Residential | 11 |
| General Residential | 1 |
| Local Authority | 1 |
| General Business | 1 |
| Public Open Space | 1 |
| Institutional | 1 |
| Local Authority | 1 |

Figure 1: Extract from MOA

Figure 2: Extract from LG Diagram

The following items currently hinder the feasibility of the Development:

1. Property Split

The Developer specializes in Residential Developments. Therefore, we prefer to have a project split based on the correct erven numbers, as per below:

| Property | Total | ORIGINAL | | PROPOSED | | Municipal Percentage |
|------------------------|-------|-----------|------------------|-----------|------------------|----------------------|
| | | Developer | Municipal | Developer | Municipal | |
| Single Residential | 271 | 180 | 91 | 206 | 65 | 24% |
| General Residential | 1 | 1 | 0 | 1 | 0 | 0% |
| Local Business | 9 | 5 | 4 | 0 | 9 | 100% |
| General Business | 3 | 2 | 1 | 0 | 4 | 100% |
| Public open Space | 4 | 0 | 4 | 0 | 4 | 100% |
| Institutional | 1 | 0 | 1 | 0 | 1 | 100% |
| Local Authority | 1 | 0 | 1 | 0 | 1 | 100% |
| Total Area (m2) | | | 73,291.96 | | 76,106.00 | |

Table 1: Proposed revised split

This proposed option will give Swakopmund Municipality 2,814.04m² more serviced land than the original split.

2. Construction Period

It is further advised that the project be serviced over a maximum period of 40 months (rather than 24 Months) from commencement date – due to the current market conditions.

3. Project Phases

It is further advised that the project be developed in 5 Phases, which will mean every Phase's number of Plots will become available on the longest every 8 months.

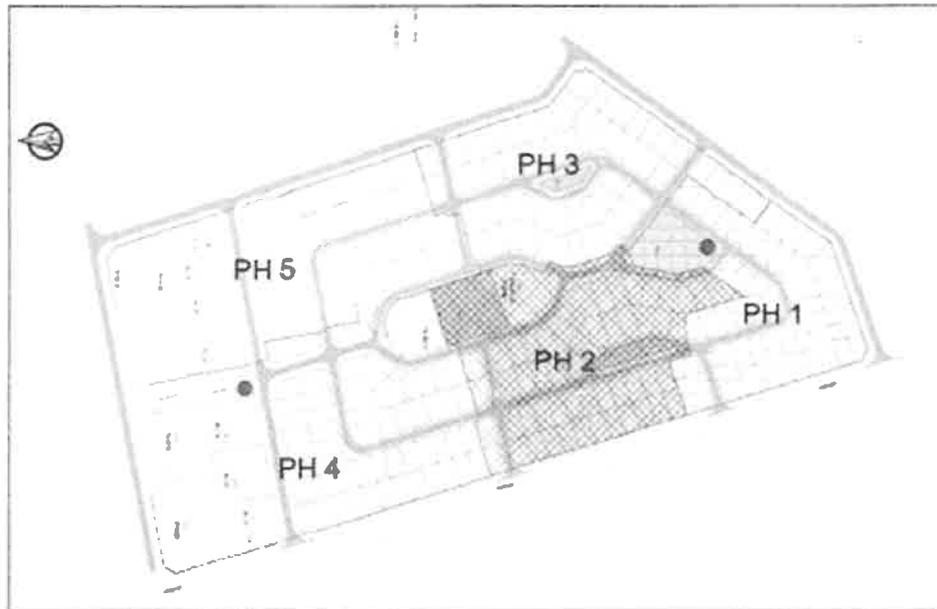


Figure 3: Proposed phasing plan

Further to the above, the request to add the following (similar to the addended to the Quant Essential Contract):

Tapeya Investment Holding (Pty) requests the transfer of property from Swakopmund Municipality directly to third party owners (buyers of single properties) once fully serviced.

No rates and taxes to be applicable to Tapeya Investment Holding (Pty), only to third party owners once occupied.

As well as that, the completed house plan complies with the square meters requirement according to the agreement, but can be constructed in Phases and not to be completed as part of the initial house construction.

Conclusion

We are and remain eager to fulfill the contract and to commence with the development, therefore Tapeya Investment Holding (Pty) Ltd is available to commence with Phase 1 of the Development within 56 days after the servicing financing bond has been registered upon amical agreed grounds.

Tapeya Investment Holding (Pty) Ltd is available to discuss the above with Swakopmund Municipality at the soonest convenience time.

Yours sincerely,


Heinz Winckler

Director: Tapeya Investment Holding (Pty) Ltd

Letter dated 25 March 2025 addressed to Tapeya Investment Holding (Pty) Ltd



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

Ref No: 17/1/4/2/1/14
Enquiries: Ms Stephny Bruwer

24 March 2025

The Director
Tapeya Investment Holding (Pty) Ltd
P O Box 12
SWAKOPMUND
13001

Attention: Mr H Winckler

wincklerh@gmail.com

Dear Sir

MATUTURA EXTENSION 3: EXECUTION OF JOINT VENTURE AGREEMENT

Your letters dated 10 October 2024 and 21 February 2025, refer.

Comments were requested from our Engineering & Planning Services Department on 23 October 2024 and 27 February 2025. Comments were received on 14 March 2025.

Please take note that Council enforces the development agreement equally with all parties who signed the agreement. Accordingly, the development agreements for Extensions 4, 5 and 13, Matutura are cancelled due to non-compliance. On 01 April 2025 Council will decide on the future development of Extension 38, Swakopmund.

Therefore, the agreement cannot be renegotiated.

Please clearly indicate which conditions hampers the feasibility of your development whereafter a consultation can be arranged.

In this regard, please take note of the following concessions which were made for Quintessential Trading and Consultancy (Pty) Ltd for the development of Matutura Proper and confirm whether such will improve the feasibility of your project:



1. On **04 April 2023** under item 11.1.17 Council passed the following decision to ensure that vacant erven are not sold:
 - "(a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.**
 - (b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:**
 - (i) The house plans to the maximum value of N\$800 000.00; as well as.**
 - (ii) Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800 000.00 exclusive of the site value) separately.**
 - (iii) A verified calculation expressing the cost of installing services per metre square.**
 - (c) That an addendum to the development agreement be compiled to reflect the above amendment.**
 - (d) That it be noted that Council's claims for performance by Quintessential Trading & Consultancy (Pty) Ltd are covered in terms of clauses 5.8, 5.2 and 8.2."**
2. In addition to the above, the following decision was made on **29 February 2024** under item 11.1.3:
 - "(a) That Council takes note of the application by Quintessential Trading & Consultancy (Pty) Ltd dated 23 August 2023 for permission to only construct parts of the dwelling house for which the building plan approvals were granted for entire dwelling house.**
 - (b) That Council takes note that the application is necessitated by the constantly increasing interest rates in terms whereof a potential client initially qualified for a home loan of e.g. N\$800 000.00, but currently qualifies for a home loan of between N\$500 000.00 and N\$600 000.00.**
 - (c) That Council takes note of the memo dated 20 October 2023 from the Engineering & Planning Services Department confirming that the application can be accommodated within their approval process.**
 - (d) That the application by Quintessential Trading & Consultancy (Pty) Ltd be approved in terms of the development agreement, but needs to be clarified in terms of clause 5.6 and recorded in an addendum to the agreement that Quintessential Trading & Consultancy (Pty) Ltd submits building plans for a complete house, but only develop the dwelling house partially together with foundation service beds for future construction and that Council will issue a completion certificate for the partially constructed dwelling house in order to allow for the transfer to the client."**
3. Please also be reminded of clauses 10.9 and 10.10 which regulates that the shareholding of the company may not be changed without Council's consideration and approval.

4. For completeness sake, with reference to applications by Quintessential Trading & Consultancy (Pty) Ltd to bond Council's property and to sell vacant erven Council passed the following decisions:

On 27 April 2023 under item 11.1.1 with regard to bonding of Council's property:

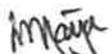
- "(a) That Council does not permit the developers to bond Council's property allocated to them for servicing.**
- (b) That it be noted that the bonding of the land will shift all risk to Council."**

On 29 February 2024 under item 11.1.5 Council passed the following resolution:

- "(a) That Council turns down the application by Quintessential Trading & Consultancy (Pty) Ltd to sell the erven zoned "Single Residential" located in phases 1 and 2 remaining in Council's ownership (31 erven) on behalf of Council.**
- (b) That Council remains with its decision passed on 30 August 2018 under item 11.1.5, point (d)."**

Should you have any enquiries, please do not hesitate to contact Ms Stephny Bruwer at ☎ 064-4104212.

Yours faithfully


Mpsasi Haingura

General Manager: Corporate Services & Human Capital

/sb 



Copy: GM: Engineering & Planning Services

Compliance with Clause 3 of the Agreement on 17 June 2021

TAPEYA INVESTMENT HOLDING (PTY) LTD

PO Box 12
Swakopmund
Namibia

Registration nr 2018/2869
E-mail: tezi@tver.co.na
Telephone: +264 824154178

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

17 June 2021

ATTENTION: CHIEF EXECUTIVE OFFICER

Dear Sir/Madam

RE: EXECUTION OF JOINT VENTURE AGREEMENT - SUSPENSIVE CONDITIONS

Reference is made to the memorandum of agreement signed between Tapeya Investment Holding (pty) ltd and The Municipality of Swakopmund on 21 December 2020.

Please find attached the following:

| CONDITION | RECEIVED - PLEASE TICK OFF |
|---|----------------------------|
| 3.1.3 written detailed true estimation of the costs | ✓ |
| 3.1.4 satisfactory proof that the Developer has secured adequate funding | ✓ |
| 3.1.5 acceptable Performance Guarantee | ✓ |
| 3.1.6 construction programme detailing a timeline | ✓ |
| 3.1.7 project specification | ✓ |
| 3.1.8 design drawings and construction plans | ✓ |
| 3.1.9 conceptual sketch plans of at least three standard types of dwelling houses | ✓ |
| 3.1.10 submission of proof of adoption by directors of Developer to enter into this agreement on behalf of Developer | ✓ |
| 3.1.11 documentary proof to the effect that the Developer is duly registered for Value Added Tax and that it is in good standing with the Department of Inland Revenue of the Namibian Ministry of Finance in respect of all of its tax liabilities | ✓ |

RECEIVED BY S. SBRUER (NAME) ON THIS THE 18 DAY OF June 2021.

SIGNATURE S. N. SBRUER

WITNESS 

Resubmission of Proof of Funding by Sanlam

TAPEYA INVESTMENT HOLDING (PTY) LTD

PO Box 12
Swakopmund
Namibia

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

TD_hw_005
27 September 2023

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

ATTENTION: CHIEF EXECUTIVE OFFICER

Dear Sir

MATUTURA EXTENSION 3: EXECUTION OF JOINT VENTURE AGREEMENT

DUTY TO SECURE FUNDING: ADDENDUM TO DEVELOPMENT AGREEMENT

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

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

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

Yours sincerely,



Heinrich Winckler

Director: Tapeya Investment Holding (Pty) Ltd

RECEIVED BY Stephany Bruwer (NAME) ON BEHALF OF THE SWAKOPMUND
MUNICIPALITY ON 08 DAY OF Sept 2023.



SIGNATURE

WITNESS

OFFICIAL STAMP

2.8.2.8 "Fulfilment Date" – means the date on which all of the conditions precedent listed in clause 3 have been fulfilled timeously;

5.8.4 that the Developer commences with the development of the Property within 60 (sixty) days of the Fulfilment Date and proceeds thereafter diligently and without delay. "Commence" shall mean a noticeable physical and genuine construction activity at the Property;

5.8.5 that the Developer completes the Development within the following time frames:

5.8.5.1 the Upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure: within 330 (three hundred and thirty) days of the Fulfilment Date; and, in the event of the internal services structure being developed in phases, that each such phase be completed within the respective time frame as stipulated in the construction programme (submitted by the Developer and approved by the Municipality in terms of 3.1.6 above, or as subsequently amended and approved by the Municipality in writing);

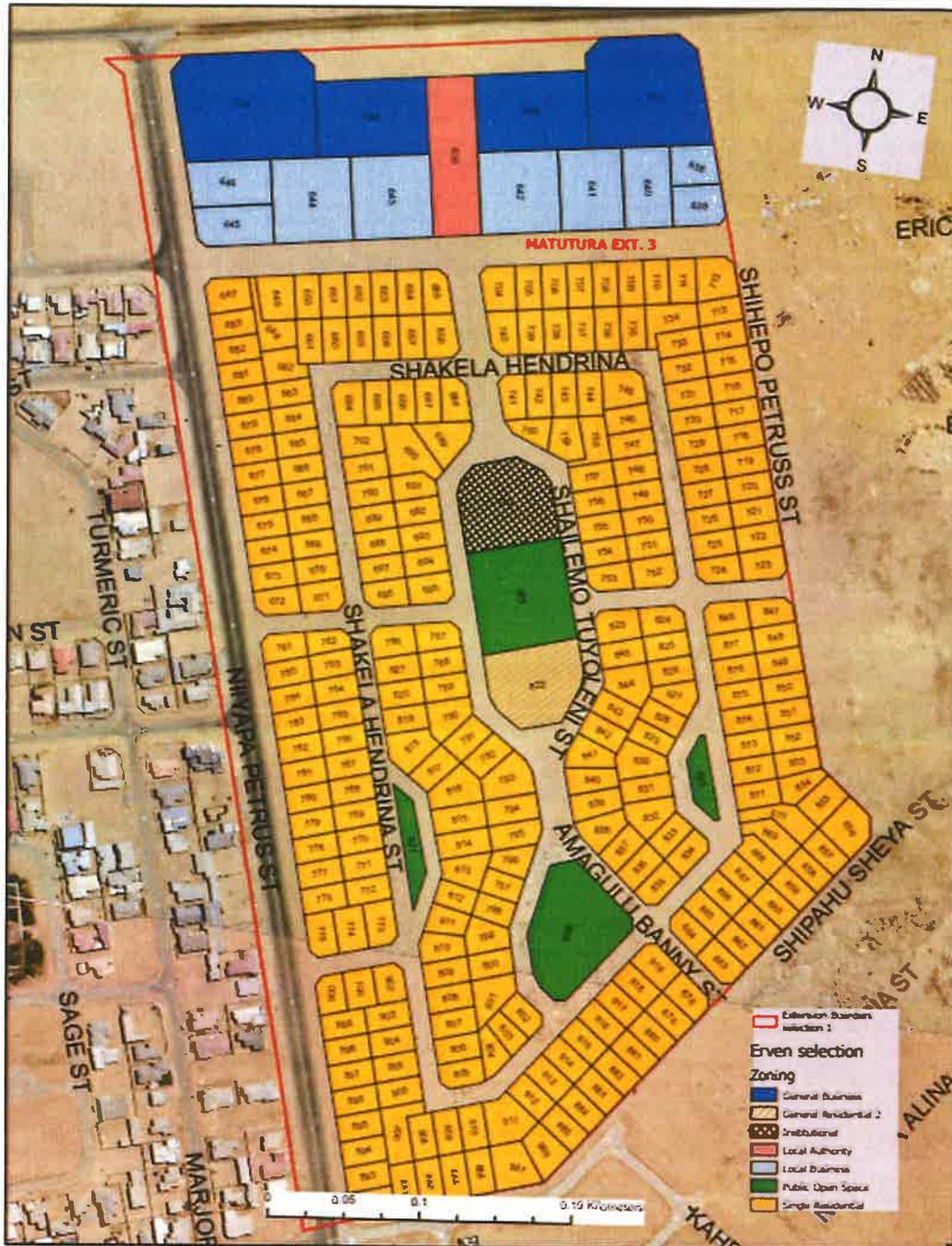
5.8.5.2 the construction of dwelling houses on the Single Residential Disposal Erven: within 330 (three hundred and thirty) days of date of the final completion of the internal services infrastructure, as certified by the Municipality in terms of clause 5.10.1.2, alternatively, if the development of the internal services infrastructure is carried out in phases (as approved by the Municipality), then within 330 (three hundred and thirty) days of date of final completion, as certified by the Municipality, of the respective phase of which the respective dwelling houses form part of.

BREACH BY THE DEVELOPER

- 8.1 Subject to the provisions of clause 8.2 below, should the Developer breach any term of this Agreement (and every term of this Agreement shall be regarded as a material term of this Agreement), and fail to rectify such breach within a period of 30 (thirty) days as of date of receipt of a notice by the Municipality, calling upon the Developer to rectify such breach, or within such longer period of time as the Municipality may in its own discretion stipulate in the said notice, or, should the Developer conduct itself in a manner which is inconsistent with an intention to perform the obligations imposed upon it in terms of this Agreement, or by its own conduct put it out of its powers to perform the obligations imposed on it in terms of this Agreement or tender to perform less than is due in terms of the provisions of this Agreement or in any other manner or fashion repudiate this Agreement, then the Municipality shall be entitled (but not obliged), without prejudice to its rights to any other remedies available to it in law or in terms of this Agreement (and in particular, but not limited to, those stipulated in 8.2 below), to cancel this Agreement and claim such damages as to put it in the position it would have been had the Developer properly performed this Agreement.
- 8.2 Should the Developer be in default by having failed to complete the development obligations placed upon it in clauses 5.4, 5.5 and 5.6 above, fully and finally, within the time frames stipulated in 5.8.5 above, the Municipality shall become entitled to impose and the Developer obliged to pay a non-completion penalty of N\$ 5 000,00 (Five Thousand Namibia Dollars) per calendar day, in respect of each and every calendar day that the Developer so remains in default.

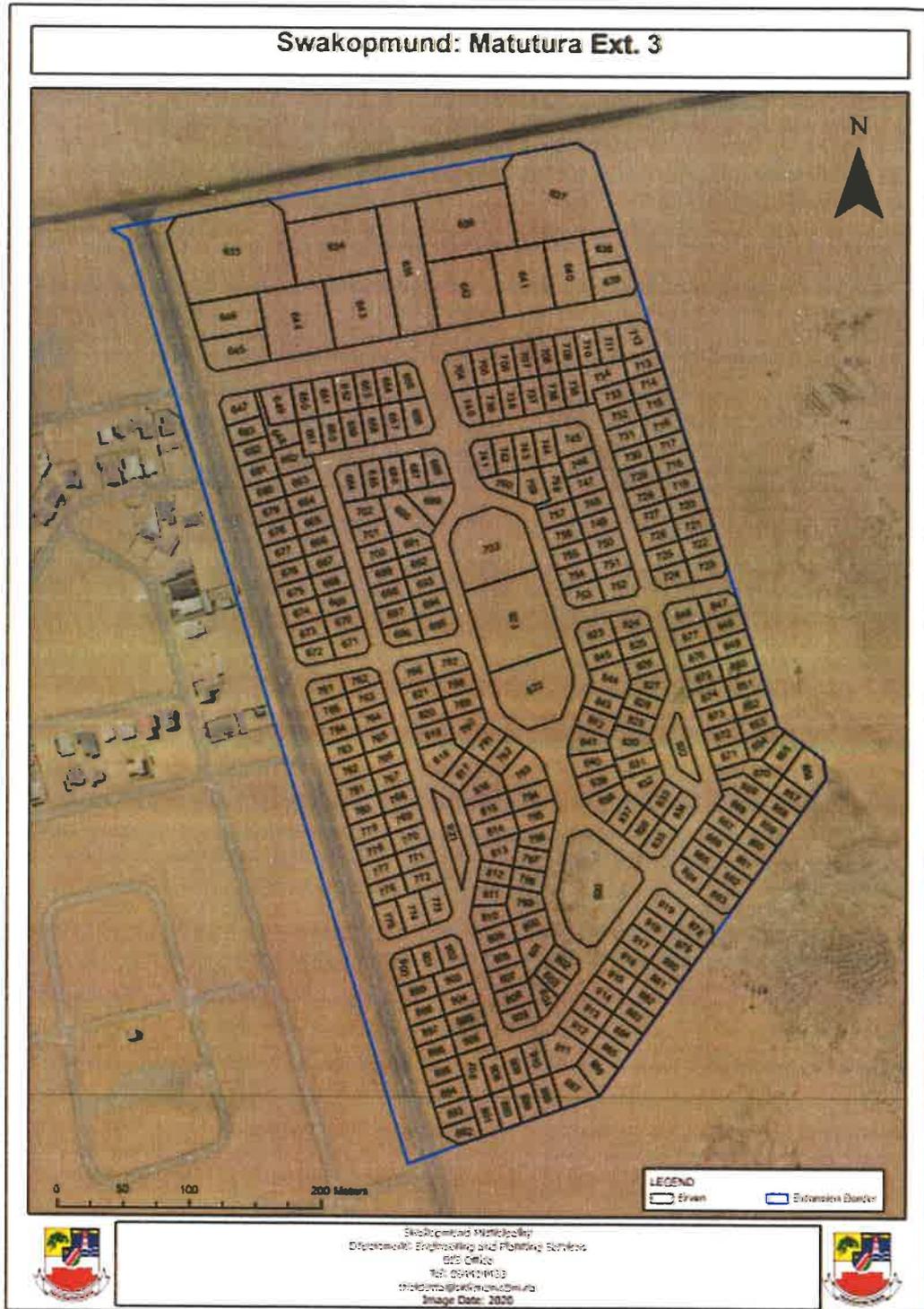
Zoning Map of Extensions 3, Matutura

MATUTURA EXT 3



Development Authority
 Department: Engineering and Planning Services
 GIS Office
 Tel: 024414422







P.O. BOX 11877 WINDHOEK
TEL: 06764-61-139453/237453
E-mail: admin@opsc.co.na
info@opsc.co.na
VAT REG: 2747431-01-5 // COMP REG:
2001/124

28 January 2025

Chief Executive Officer
Mr. Alfeus Benjamin
Municipality of Swakopmund
P.O. Box 53
Swakopmund

Dear Sir,

**RE: APPLICATION REQUESTING FOR CONSENT TO TRANSFER UNDEVELOPED
INDUSTRIAL PLOT // ERF 4897.**

We humbly apply to your good council for permission to transfer the subject ERF 4897 under The Old Power Station Investments (Pty) Ltd to a subsidiary company under the same ownership.

The reasons behind this plea include the following:

1. The Old power station Investments (Pty) Ltd as a business is currently going through a change in ownership, with additional shareholders.
2. The new ownership of the old power station does not wish to engage in any development projects, thus;
3. Erf 4897 does not constitute part of the assets that are under the transaction of the new buyers.
4. Once transfer is approved, the new subsidiary intends to continue with the development of the plot as initially planned.

We look forward to a favorable consideration from the council through this application.

Sincerely

Gerrit Christo John Mouton
Director



PO BOX 11877 WINDHOEK
 TEL: 264 61 - 239453/237453
 E-mail: admin@germo.com.na
 www.germo.com.na
 VAT REG: 2747431-01-5 // CYMP REG
 2001/124

29 April 2025

General Manager: Corporate Services & HC
 Mpassi Haingura
 Municipality of Swakopmund
 P.O. Box 53
 Swakopmund

Dear Sir/Madam,

APPLICATION REQUESTING FOR CONSENT TO TRANSFER UNDEVELOPED INDUSTRIAL PLOT // ERF 4897.

Your letter dated 04 April 2025 which we received on 28 April 2025 for the subject application refers.

1. Business interests of The Old Power Station Investments (Pty) Ltd (excluding ERF 4897, Swakopmund): The company has two large Ervens registered under its portfolio. The two ervens form the basis of the proposed sale of the shares to the new/ additional shareholders. Namely Erf 8727 Windhoek and Erf 8158 Windhoek measuring 12, 546sqm and 6,328sqm respectively.
2. The new shareholders will benefit from the rental income of the two Ervens listed in point 1. The complex(es) operates as commercial hubs for over One Hundred business tenants.

I trust that the above information will shed light on our application as we await further instruction from your good office.

Should you have any further inquiries, please do not hesitate to contact us directly via telephone on +26461239453, or via email at admin@germo.com.na

Sincerely

Gerrit Christo John Mouton
 Director

THE OLD POWER STATION
 INVESTMENTS (PTY) LTD

PO Box 11877, Klein Windhoek
 Toll: 264 453 7 225 376 Fax: 248 717
 VAT Reg: 274 453 015

2025 15:59 FROM: GRAND NAMIBIA 254027078 TO: 243717 P. 2/15

CL18717

CERTIFICATE OF INCORPORATION

And

MEMORANDUM AND ARTICLES

OF

ASSOCIATION

Of

**THE OLD POWER STATION INVESTMENTS
(PROPRIETARY) LIMITED**



**GRAND NAMIBIA
38 CHURCH STREET
P O BOX 24304
WINDHOEK**

CM 1

REPUBLIC OF NAMIBIA
COMPANIES ACT, 1973
(SECTION 64)

Registration No. of Company

2001124

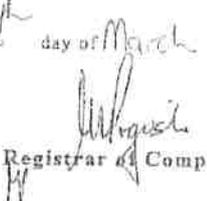
CERTIFICATE OF INCORPORATION
of a company having a share capital

This is to certify that:

**THE OLD POWER STATION INVESTMENTS
(PROPRIETARY) LIMITED**

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973),
and that the Company is a company having a share capital.

Signed and sealed at Windhoek this 13th day of March TWO THOUSAND
AND ONE.


Registrar of Companies

Seal of Companies Registration Office

This certificate is not valid unless sealed by the seal of Companies Registration Office.

CM29

Contents of Register of Directors, Auditors and Officers

Companies Act 1973, Sec. 216 (2), 276, 323(1), 325(1) and 329(1)
 COMPANIES REGISTRATION OFFICE

MINISTRY OF TRADE AND INDUSTRY
 P.O. BOX 13314

WINDHOEK, NAMIBIA

Registration No. of Company

THE OLD POWER STATION
 PROPRIETARY LIMITED
 P.O. BOX 24704
 WINDHOEK

0 1104

Return of particulars as at DATE OF INCORPORATION

MAHBA SECRETARIAL SERVICES

Name of Director or Officer

I state that the written consent of the directors or officers whose names appear in this return have been obtained and that the directors or officers are not disqualified under section 218 or 219

Stated Gerrit Christof Mouton Date 13 FEBRUARY 2001

as Directors Windhoek

| 1-11 TO PERSONAL PARTICULARS REQUIRED | PERSONAL PARTICULARS | | | | | | |
|---|--|------|-------|-----|---|---|---|
| 1 Surname | MOUTON | | | | | | |
| 2 Full forenames | GERRIT CHRISTO JOHN | | | | | | |
| 3 Former surname and forenames | | | | | | | |
| 4 (Specify only if not available) date of birth | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>Year</td> <td>Month</td> <td>Day</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> </tr> </table> | Year | Month | Day | 2 | 0 | 1 |
| Year | Month | Day | | | | | |
| 2 | 0 | 1 | | | | | |
| 5 (a) Date of appointment | DATE OF INCORPORATION | | | | | | |
| (b) Designation | DIRECTOR | | | | | | |
| 6 Residential address | NO. 41, FLAMINK STREET, HIGHLAND PARK, WINDHOEK | | | | | | |
| 7 Business address | NO. 41, FLAMINK STREET, HIGHLAND PARK, WINDHOEK | | | | | | |
| 8 Postal address | P.O. BOX 11877, WINDHOEK | | | | | | |
| 9 Nationality (if not Namibia) | NAMIBIAN | | | | | | |
| 10 Occupation | BUSINESSMAN | | | | | | |
| 11 Resident in Namibia (Yes or No) | YES | | | | | | |
| 12 Nature of change to 1 to 5 above and date | NEW APPOINTMENT | | | | | | |

2007/101

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CERTIFICATE NO. 2

Share Certificate

THE OLD POWER STATION INVESTMENTS (PTY) LTD

2081124

This is to certify

that GERMO HOLDINGS (PTY) LTD

of PO BOX 89757, KLEN WINDHOEK, WINDHOEK, NAMIBIA

is the Registered Proprietor of

100.00 (One hundred) ORDINARY SHARE

DISTINCTIVE NUMBERS
FROM TO

NUMBER OF SHARES

Fully Paid Shares of R 1.00
numbered as per margin inclusive, in the above-named Company, subject to the Memorandum of Incorporation and the Rules and Regulations of the Company.

1-100 100

Given at WINDHOEK this 03TH day of FEBRUARY 2025

Ref. T1
Marius Secretarial Services CC
Reg no. 20991121
Shop No 4, Garthart Park
Southern Industrial, Windhoek
Southern P.O. Box 338
Windhoek, Namibia

REPUBLIC OF NAMIBIA

Form CM 42

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 141) (Regulation 58)



CM42

SECURITIES TRANSFER FORM

For exchange control purposes

| | | | |
|---|--|---|--|
| CERTIFICATION, IF ANY, BY ISSUER OF SECURITY | A | FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE | |
| | This portion to be completed by transferor(s) (that is, the person(s) in whose name(s) the securities are at present registered). | Quantity and full description of securities to be transferred | Figures 50 |
| Description ORDINARY SHARES | | | Distinctive numbers(s) (if any) 50-100 |
| Certificate(s) No.(s) 2 | | TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] [transferor(s)] GARTH CORNELL MOUTON | |
| Date of signature (If/We the undersigned hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer form (CM41) relating to the above security. Date of signature 16 September 2018 | |  (Stamp of selling broker) | |
| LODGED FOR CERTIFICATION BY | B | TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred] [transferee(s)] GERRIT C.J MOUTON P.O BOX 11877 WINDHOEK NAMIBIA | |
| | This portion to be completed by the transferee(s) (that is, the person(s) in whose name(s) the securities are to be registered) or agent, except where broker's transfer forms are used. | CONSIDERATION. - State the amount (in figures) paid for the securities. If no consideration was paid, to market value of the securities at the date of the transaction must be stated. N\$ 50.00 | |
| | | I/We request that such entries be made in the register as are necessary to give effect to this transfer. Name and address or stamp of person lodging this form or stamp of buying broker (if any) NAMIBIAN REVENUE STAMPS (UNLESS BROKER'S TRANSFER FORMS ARE USED) or endorsement claiming exemption in terms of the Stamp Duties Act, 1993 | |
|  | | * FOR USE IN REGISTERING OFFICE | |

SHARE CERTIFICATE

CERTIFICATE NO.

3

NUMBER OF SHARES

100

GERMO FISHING (PROPRIETARY) LTD

Company Number: 2008/0697

This is to certify

That **GERMO HOLDINGS (PTY) LTD** (2010/0647)

Of P O BOX 11877 Windhoek Namibia

Is the Registered Proprietor of

ONE HUNDRED (100) ORDINARY SHARES

| DISTINCTIVE NUMBERS | | PERCENTAGE (%) |
|---------------------|-----|----------------|
| FROM | TO | |
| 1 | 100 | 100 |

ONE NAMIBIA DOLLAR (N\$ 1.00)

Fully Paid Shares of
 Each, numbered as per margin inclusive, in the
 above-named Company, subject to the Memorandum and
 Articles of Association and the Rules and
 Regulations of the Company.



Premium: 0.00

Ref: Allotment- A1

Given at WINDHOEK this 18th Day of September 2018

Secretary

Director

REPUBLIC OF NAMIBIA
COMPANIES ACT 2004
(Section 50(3)) (Regulation 16(1))
(to be lodged in duplicate)

CERTIFICATE OF CHANGE OF NAME OF COMPANY

Registration Number of Company
2008/0697

This is to certify that

**ROYAL TOILET PAPER
(PROPRIETARY) LIMITED**

has changed its name by SPECIAL RESOLUTION and is now called

**GERMO FISHING
(PROPRIETARY) LIMITED**

and that the new name has this day been entered in the Register of Companies

Signed and sealed at WINDHOEK this 15 day of September of the year 2025



[Signature]
Registrar of Companies

This certificate is not valid unless sealed by the seal of the Companies Registration Office

4697986011

CLIENT

4697986011

CERTIFICATE OF INCORPORATION

and

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ROYAL TOILET PAPER (PROPRIETARY)
LIMITED

NOTARIAL CERTIFICATE OF COLLATION

I, the undersigned

MARLENE ANTONETTE DAMMERT

of Windhoek, in the Republic of Namibia, Notary Public by lawful authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern that I have this day collated and compared with the originals the copies hereto annexed, marked "A" and "B" being respectively the

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

ROYAL TOILET PAPER (PROPRIETARY) LIMITED

AND I, the said Notary, do further certify and attest that the same are true and faithful copies of the originals, and agree therewith in every respect:

AN act whereof being required, I have granted these presents under my Notarial Form and Seal to serve and avail as occasion shall or may require.

THUS DONE and PASSED at WINDHOEK aforesaid on this 17th day of July 2008.



Association clause

a) Where more than one person signs the memorandum

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take up the number of shares in the capital of the Company, as set out opposite our respective names.
We also agree to pay for the par value shares of the Company as determined by this Memorandum and to pay for the number of no par value shares of the Company, that amount determined by the Company when the shares are issued to us.

| Particulars of subscribers | Number in Words and Type of shares Taken | Date and signature | Particulars of witness | Date and signature |
|---|--|---|---|---|
| Full Names Garth Cornell Mouton Occupation Businessman Residential address 2 Flamink Street Inchland Park Windhoek, Namibia Business address 2 Flamink Street Inchland Park Windhoek, Namibia Postal address P O Box 11877 Windhoek, Namibia | 50 (FIFTY) ORDINARY SHARES | 17 July 2008  | Full Names Astrid van der Westhuizen Occupation Secretary Residential Address 434 Cacao Palm Street Palm Grove Windhoek, Namibia Business address 67 John Meinert Street Windhoek, Namibia Postal address P O Box 23990 Windhoek, Namibia | 17 July 2008  |
| Full Names Gerrit Christo John Mouton Occupation Businessman Residential address 1 Flamink Street Inchland Park Windhoek, Namibia Business address 1 Flamink Street Inchland Park Windhoek, Namibia Postal address P O Box 11877 Windhoek, Namibia | 50 (FIFTY) ORDINARY | 17 July 2008  | Full Names Astrid van der Westhuizen Occupation Secretary Residential Address 434 Cacao Palm Street Palm Grove Windhoek, Namibia Business address 67 John Meinert Street Windhoek, Namibia Postal address P O BOX 23990 Windhoek, Namibia | 17 July 2008  |

TOTAL 100 (ONE HUNDRED) ORDINARY SHARES.



SIGNATORIES TO ARTICLES OF ASSOCIATION

| Particulars of subscribers | Date and signature | Particulars of witness | Date and signature |
|--|---|---|---|
| 1. Full names: Garth Carroll Moema Occupation: Businessman Residential address: 42 Flemink Street, Highland Park, Windhoek, Namibia Business address: 42 Flemink Street, Highland Park, Windhoek, Namibia Postal address: P.O. Box 11877, Windhoek, Namibia | 17 July 2025  | Full names: Astrid van der Westhuizen Occupation: Secretary Residential address: Erf No 434, Dorado Park, Windhoek, Namibia Business address: 47 John Menezes Road, Windhoek, Namibia Postal address: P.O. Box 13990, Windhoek, Namibia | 17 July 2025  |
| 2. Full names: Gerrit Christa John Mouton Occupation: Businessman Residential address: 41 Flemink Street, Highland Park, Windhoek, Namibia Business address: 41 Flemink Street, Highland Park, Windhoek, Namibia Postal address: P.O. Box 11877, Windhoek, Namibia |  | Full names: Astrid van der Westhuizen Occupation: Secretary Residential address: Erf No 434, Dorado Park, Windhoek, Namibia Business address: 47 John Menezes Street, Windhoek, Namibia Postal address: P.O. Box 13990, Windhoek, Namibia |  |
| 3. Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | | Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | |
| 4. Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | | Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | |
| 5. Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | | Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | |
| 6. Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | | Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | |
| 7. Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ | | Full names: _____ Occupation: _____ Residential address: _____ Business address: _____ Postal address: _____ |  |

SHARE CERTIFICATE

CERTIFICATE NO. 3 NUMBER OF SHARES 100

GERMO FISHING (PROPRIETARY) LTD
 Company Number: 2008/0697

This is to certify

That **GERMO HOLDINGS (PTY) LTD** (2010/0647)
 Of P.O. BOX 11877 Windhoek Namibia

Is the Registered Proprietor of ONE HUNDRED (100) ORDINARY SHARES

| DISTINCTIVE NUMBERS | | PERCENTAGE (%) |
|---------------------|-----|----------------|
| FROM | TO | |
| 1 | 100 | 100 |

Fully Paid Shares of ONE NAMIBIA DOLLAR (N\$ 1.00)
 Each, numbered as per margin inclusive, in the
 above-named Company, subject to the Memorandum and
 Articles of Association and the Rules and
 Regulations of the Company.



Premium: 0.00
 Ref: Allotment- A1

Given at WINDHOEK this 18th Day of September 2018

[Signature]
 Secretary

[Signature]
 Director

11.1.3 **EXPRESSION OF INTEREST (APPLICATION TO PURCHASE A PORTION OF BLOCK 1) - MR ANGELO CLOETE**
(C/M 2025/07/31 - 17/1/4/2/1/7)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **7.3** page **46** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to inform Council of an application received from Mr Angelo Cloete dated **08 May 2025** (attached as **Annexure "A"**) requesting Council to reconsider his application to purchase a portion of land located on Block 1 to the north of The Tug Restaurant to establish a small-scale hospitality accommodation facility (300m²) indicated as a green square.

On **31 January 2025** under item 11.1.21 Council turned down the application as quoted under point 2 below.

On **21 May 2025** Councillor Blasius Goraseb, through the Office of the Chief Executive Officer, requested that the application be resubmitted to the Management Committee of July 2025 (**Annexure "B"**).

Attachments:

| | | |
|---------------------|---|--|
| Annexure "A" | : | <i>Letter dated 08 May 2025 received from Mr Angelo Cloete requesting that his application for the same portion of land be resubmitted to the Management Committee for consideration.</i> |
| Annexure "B" | : | <i>Request dated 21 May 2025 through the Office of the Chief Executive Officer to resubmit the item.</i> |
| Annexure "C" | : | <i>The submission tabled to Council of 31 January 2025 serving as complete background.</i> |

2. **COUNCIL'S DECISION PASSED ON 31 JANUARY 2025**

With reference to the initial application dated **02 December 2024**, Council considered:

- 2.1 its decision made on **10 March 2011** under item 8.27, point (c);
- 2.2 the requirements of the Master Plan;
- 2.3 Town Planning Scheme 12;
- 2.4 and the Structure Plan 2020-2040; and
- 2.5 the enjoyment of the area by the general public

and made the following decision on **31 January 2025** under item 11.1.21:

"(a) That Council takes note of the unsolicited application by Mr Angelo Cloete to purchase a portion of land measuring approximately 300m² located on Block 1, to the north of The Tug Restaurant CC, and adjacent to Erf 3562, Swakopmund to construct a small-scale hospitality accommodation facility.

- (b) That the application received in (a) above not be considered due to the area being a public beach area prone to flooding and acute shortage of parking is being experienced in the public area.
- (c) That the Engineering & Planning Services Department fills in the site with soil raises the ground level of the area in front of the jetty, adds reinforcing to prevent damage from future heavy sea action, and paves the entire area for better use by the public for parking, walking, cycling, and leisure.
- (d) That in line with Council's decision passed on 28 March 2018 under item 11.1.2, point (a) (vii), The Tug Restaurant CC and Rocket Investments CC be consulted to contribute to the costs in (c) above based on the number of parking sites required in terms of their business operations."

In order not to repeat the information contained in the submission which served before Council on **31 January 2025**, the item is attached as **Annexure "C"** as comprehensive background information.

3. **APPLICATIONS RECEIVED IN THE PAST**

The area applied for is the location of the previous Namibia Sea Rescue Institution.

- 3.1 An application dated 25 February 2002 from Stubenrauch Planning Consultants CC to purchase a portion of Block 1 for multi-storeyed bed and breakfast or hotel accommodation.

On **12 March 2002** under item 5.2 the application was turned down.

- 3.2 An application was received from Mr C Sabattie to lease the Sea Rescue Institute structure on Block 1. The matter was discussed on 26 May 2008 and 14 October 2008 at the Planning Forum. On **28 November 2008** Mr C Sabattie was informed that the Sea Rescue Institute will resume operations and his application cannot be considered.

4. **APPLICATION TO RESUBMIT THE APPLICATION**

As per the latest application received (**Annexure "A"**) Mr Angelo Cloete requests that his application be resubmitted for reconsideration.

No new facts / information is submitted by Mr A Cloete which fundamentally changes the basis of Council's decision, and therefore Properties administration should have informed him that Council is *ex officio* and cannot change its decision.

Council's decision was based on the provisions of various statutory documents and an existing decision made by the Management Committee.

Sound reasons were provided for Council's decision and the decision is in the best interest of the general public as opposed to the business interest of an individual.

In addition to the above, Council on **01 April 2025** under item 11.1.15 made the following decision with regard to unsolicited applications being received:

"(a) That Council confirms that as standard operating procedure it is proposed that the Corporate and Human Capital Department determines the purpose of applications for:

- (i) established erven (general residential, single residential, business, industrial and institutional); and
 - Reply that Council will publish closed bid sales if and when erven becomes available (standard resolutions Annexure "B", on file);
- (ii) townships development (low-, medium- and high income); and
 - Reply that Council will call for proposals should assistance be required for the establishment and or servicing of townships (standard resolutions Annexure "C", on file);
- (iii) and business ventures the applicant deems as exceptional; and
 - Reply that the applicant completes the investors proposal check list for submission to the Investment Coordination Committee (resolution for the establishment of the standing committee is attached as Annexure "D")."

The establishment of hospitality accommodation is not regarded as an exceptional business venture.

5. **PROPOSAL**

It is proposed that Council remains with its decision passed on **30 January 2025** under item 11.1.21 as it is in line with various statutory documents and in the best interest of the general public.

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

RECOMMENDED:

That Mr Angelo Cloete be informed that Council takes note of his application dated 08 May 2025 and remains with its decision passed on 30 January 2025 under item 11.1.21, which decision is in line with the following documents:

1. ***The requirements of the Master Plan;***
 2. ***Town Planning Scheme 12; and***
 3. ***and the Structure Plan 2020-2040***
-

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

08 May 2025

Dear Mr. A Benjamin,

This letter serves as a formal request to the Swakopmund Town Council to reconsider its decision, dated 30 January 2025, under Item 11.1.21.

I would first like to express my sincere appreciation for the Council's initial review of my application and for providing the rationale behind its non-approval.

Following a period of further analysis and careful reflection on the proposed development, I believe there are crucial aspects of its value proposition for the town of Swakopmund and its residents that I could have articulated more effectively in my initial submission. I am hopeful that a clearer understanding of these benefits may address the two primary concerns that led to the initial decision.

Regarding the first point concerning the acute shortage of parking, I respectfully draw your attention to the limited size of the land in question, which realistically could only accommodate a maximum of approximately 13 parking spaces. When weighed against the potential social and economic advantages that the proposed development offers – including job creation, enhanced tourism appeal, and a more efficient utilisation of the land, as previously mentioned – I believe the latter presents a more significant contribution to the overall development of Swakopmund.

Concerning the second concern regarding the area's susceptibility to flooding, I acknowledge this inherent risk. However, it is important to note that the proposed development site is situated within an area already surrounded by existing structures and is therefore subject to the same environmental conditions. I am confident that through collaborative efforts and expert guidance from the Engineering and Planning Services Department, we can implement appropriate soil fill measures to elevate the ground level and incorporate robust reinforcing to effectively mitigate potential damage from future heavy sea action.

I would be most grateful if the Council would favourably reconsider this proposal in light of the points outlined above. I am fully prepared and willing to provide any further information or clarification that your office may require to facilitate this reconsideration.

Thank you once again for your time and continued consideration of this matter.

Reference documents attached.

1. EOI - To the CEO of Municipality of Swakopmund 02122024
2. Item 11.1.21 - Mr A Cloete

Yours sincerely,

Mr. Angelo Cloete



CloeteAD@gmail.com

+264 81 223 0909

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

02 December 2024

Subject: Expression of Interest (Application to Purchase) a portion of Land.

Dear Mr. A Benjamin,

I am writing to your good office to formally express my interest in acquiring a piece of land currently zoned "Beach," approximately 300 square meters in size, located in A. Schad Promenade (see attached screenshots of the identified area marked in green) for your consideration.

My intention for this land is to establish a small-scale hospitality accommodation facility. This venture aims to contribute positively to the economic growth of the town by:

Creating Jobs: Generating employment opportunities for local residents.
Attracting Tourism: Enticing tourists to the town, thereby boosting other local businesses.
Optimizing Land Use: Utilizing the land effectively and sustainably.

I believe that this development will seamlessly integrate with the existing town plan and surrounding structures, enhancing the overall appeal of the beach area. Additionally, I assure you that the project will be carried out with utmost care to preserve the natural beauty and environmental integrity of the site.

All costs related to this application will be for the applicant.

I would be grateful for the approval of this proposal and will provide any additional information or documentation as required through the use of a registered Town Planner. I am confident that this project can be a valuable asset to the community.

Thank you for your time and consideration.

Yours truly,

Mr. Angelo Cloete



CloeteAD@gmail.com

+264 81 223 0909





ANNEXURE "B"

From: Annalize Swart <aswart@swkmun.com.na>
Sent: Wednesday, 21 May 2025 08:29 AM
To: Mahne Kruger <mkruger@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>
Subject: FW: Re-consideration on Expression of Interest (Application to Purchase) - ERF X A. Schad Promenade

Dear Colleagues, not sure what the instructions from the CEO would be, kindly see instructions from the Mayor.

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office | [+264 64 410 4100](tel:+264644104100)

From: Blasius Goraseb <bgoraseb@swkmun.com.na>
Sent: Wednesday, May 21, 2025 8:22 AM
To: Alfeus Benjamin <abenjamin@swkmun.com.na>; Annalize Swart <aswart@swkmun.com.na>
Subject: Fw: Re-consideration on Expression of Interest (Application to Purchase) - ERF X A. Schad Promenade

Morning Mr B

Lets resubmit this item in July MC please.

Thank you

Blasius Goraseb | Mayor | Council Services

From: Angelo Cloete <cloetead@gmail.com>
Sent: Tuesday, May 20, 2025 7:35 PM
To: Annalize Swart <aswart@swkmun.com.na>
Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Blasius Goraseb <bgoraseb@swkmun.com.na>
Subject: Re: Re-consideration on Expression of Interest (Application to Purchase) - ERF X A. Schad Promenade

Dear Mr. A Benjamin,

The subject matter bears reference to the attached letter for your attention.

Kind regards

Mr. Angelo Cloete
CloeteAD@gmail.com
+264 81 223 0909

<Re-Consideration on EOI - To the CEO Swkopmund Municipality.pdf>

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11.1.21 **EXPRESSION OF INTEREST (APPLICATION TO PURCHASE ERF X AT ARNOLD SCHAD PROMENADE - MR ANGELO CLOETE**
(C/M 2025/01/30 - 17/1/4/2/1/7)

Ordinary Management Committee Meeting of 16 January 2025, Addendum 10.11 page 67 refers.

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

1. INTRODUCTION

The purpose of this submission is to inform Council of an application received from Mr Angelo Cloete dated **02 December 2024** (attached as **Annexure "A"**) to purchase a portion of land located to the north of The Tug Restaurant to establish a small-scale hospitality accommodation facility (300m²).

On the aerial photo and map (**Annexure "B"**) the area is indicated in green. This is the area which was previously leased by the Namibia Sea Rescue Institute.

2. BACKGROUND

2.1 On **10 March 2011** under item 8.27, point (c) Council passed the following decision:

"(c) That in future Council attends to all Town Planning issues before the land is sold to the public."

Therefore, Council does not consider unsolicited applications to purchase land, unless a Surveyor-General-approved diagram is in place and the proposal is regarded as exceptional.

The portion of land applied for is located on Block 1.

2.2 In addition to the above, Council's previous master plan and Town Planning Amendment Scheme 12 states the following:

Master Plan

"The seafront is a fundamental part of the uniqueness of Swakopmund and it should be accessible to, and this "owned" by all of the inhabitants of the town in perpetuity".

Town Planning Amendment Scheme 12

"BEACH AREA" means any land which has been reserved in terms of this scheme for use by the public for beach activities. Any building erected here may only be carried out with the consent of the Council.

Structure Plan 2020 - 2040

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Swakopmund's beachfront is a major asset to the town. Although many beneficial and conducive factors with regard to urban planning and development are in place already, there is room for improvement and to optimize. Between the mouth of the Swakop River and Vineta Point, the entire coastline (except for a few physical constraints), is easily accessible to the public. The strip is also marked by existing parking lots, gardens, the palm promenade, tennis courts, a boat launch, walkways and a public swimming area. However, this stretch has many more opportunities for recreation and connectivity. Open-air gyms, children's playgrounds, tracks for walking and jogging and other facilities for recreation are some of the options. More gardens also deserve priority, especially because watering with semi-purified water is feasible. Gardens are not only important for beautifying this stretch, but for creating an uninterrupted, ecological functioning corridor.

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Al Beach

The beach area in general belongs to everyone and is and should remain a public open space without any restrictions. It should not be reserved and accessible only for exclusive use by some elite persons or organizations.

In order to vitalize and encourage greater use of the remaining beach areas, the introduction of seasonal or semi-permanent facilities should be allowed. Facilities such as international standard beach volley ball areas or permanent public fitness installations could be provided. Possible semi-permanent structures similar to the Tiger Reef restaurant could also be placed at intervals along the beach and where sufficient parking areas are available. The existing walking path and additional bicycle ways could be installed and extended towards the north.

- 2.3 On 03 December 2024 the GM, Engineering & Planning Services provided the following comments:

"It is the standing position of government not to allow the sale of the beach area, and this was the approach that Council has followed.

The area of interest is also where the sea rescue building was located (on lease contract) after it was demolished and the site is prone to flooding due to the proximity to the ocean, therefore it is advised not to consider this application."

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- 2.4 Although, if approved, the applicant/purchaser is responsible to provide on-site parking, Council experiences an acute shortage of parking at the public area at the jetty.
- 2.5 The site has been damaged in the past by heavy sea action during winter storms and is not suitable for residential or commercial development considering possible future sea level increase.

3. **PROPOSAL**

The site is well used by the public as a lookout point, access to the beach, parking, etc and it would be of benefit to the general public if the area was raised and reinforced with a rock to armour it against future higher-than-usual springtides or winter storms.

The two established restaurants, The Tug Restaurant CC and Rocket Investments CC also benefit from the public parking as their facilities do not cater for onsite parking.

In this regard, with reference to The Tug Restaurant CC, Council on 28 March 2018 under item 11.1.2 passed the following resolution:

(a) That the proposal of The Tug Restaurant CC to make minor alterations to the structure encroaching onto a portion of Erf 2809, Swakopmund be approved; subject to:

(vii) That the tug contributes to the upgrading of the parking area in line with the number of bays required."

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

RECOMMENDED:

- (a) That Council takes note of the unsolicited application by Mr Angelo Cloete to purchase a portion of land measuring approximately 300m² located on Block 1, to the north of The Tug Restaurant CC, and adjacent to Erf 3562, Swakopmund to construct a small-scale hospitality accommodation facility.
- (b) That the application received in (a) above not be considered due to the area being a public beach area prone to flooding and acute shortage of parking is being experienced in the public area.
- (c) That the Engineering & Planning Services Department fills in the site with soil raises the ground level of the area in front of the jetty, adds reinforcing to prevent damage from future heavy sea action, and paves the entire area for better use by the public for parking, walking, cycling, and leisure.
- (d) That in line with Council's decision passed on 28 March 2018 under item 11.1.2, point (a) (vii), The Tug Restaurant CC and Rocket Investments CC be consulted to contribute to the costs in (c) above based on the number of parking sites required in terms of their business operations.
-

11.1.4 **RE-APPLICATION FOR TRANSFER OF RIGHT OF USE FOR ERF 7520, EXTENSION 27, SWAKOPMUND BY MS AINA W NAANGO SHIKULO**
(C/M 2025/07/31 - 15/2/1/2, E 7520)

Ordinary Management Committee Meeting of 15 July 2025, Addendum 7.4 page 58 refers.

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

1. INTRODUCTION

The purpose of this submission is for Council to consider two applications submitted for the change of ownership.

2. BACKGROUND INFORMATION

Various applications for transfer of right of use, including Ms Aina W Naango Shikulo who reflects in the table as number 12 were submitted to Council and on **02 April 2024**, under item 11.1.9 was resolved as follows:

- (a) That Council take note of an affordability assessment conducted of the 2 groups.
- (b) That the following criteria be approved for processing of the applications for the transfer of right of use in future:
- (i) National document (Identification document (ID), work permit, citizenship)
- (ii) Executorship letters
- (iii) Voters Card or
- (iv) Employer letter or
- (v) Church membership
- (vi) Minimum Income / salary of NS2 600.00
- (vii) Letter of residence
- (c) That should the applicant meet the above criteria they be approved and exempted from appearing on the Master Waiting List.
- (d) That Council approves the applications of the surviving direct relatives residing on the erven and who qualify as per the affordability assessment provided in the table below:

INCOME OF DIRECT RELATIVES

| No. | Erf No. | Name & Surname Of Applicant | Salary / Income | Payment Qualification | Total Qualification |
|-----|---------|------------------------------------|-----------------|-----------------------|---------------------|
| 1 | 62 | Erastus Habutale Kamanda | Unemployed | - | - |
| 2 | 124 | Magnoria Nadia Gulbes | NS 3 998.45 | NS 999.61 | NS151 466.60 |
| 3 | 355 | Pandela Panduleinge Nqhinyengwasha | NS 24 888.07 | NS 6 222.02 | NS942 793.15 |

Ms Shikulo is a direct relative of the deceased, Mr Sheya Abraham who was a registered tenant of Erf 7520 (1020), Ext.26, Swakopmund.

| No. | Erf No. | Name & Surname Of Applicant | Salary / Income | Payment Qualification | Total Qualification |
|-----|---------|--------------------------------|-----------------|-----------------------|---------------------|
| 4 | 385 | Richard Tsiheb | NS 3 200.00 | NS 800.00 | NS121 220.25 |
| 5 | 441 | Georgine /Huiszes | NS 2 500.00 | NS 625.00 | NS94 703.32 |
| 6 | 552 | Monika Uendjundja Haakuria | NS 4 054.50 | NS 2 013.60 | NS306 115.16 |
| 7 | 608 | Chaimin Liana Uises | Unemployed | | |
| 8 | 654 | Isabel Ndahafa Namolo | NS 3 371.51 | NS 842.88 | NS127 713.28 |
| 9 | 671 | Gracy Tshabalala | NS 3 500.00 | NS 875.00 | NS132 584.65 |
| 10 | 817 | Paulus Nghiningwalayi Nghaamwa | NS 3 989.00 | NS 997.25 | NS161 108.62 |
| 11 | 1013 | Ashanti Gontes | NS 2 800.00 | NS 700.00 | NS106 067.72 |
| 12 | 1020 | Aina W Naango Shikulo | NS 2 500.00 | NS 625.00 | NS94 703.32 |
| 13 | 1024 | Ndillimeke Ndawedapo | NS 2 377.15 | NS 594.29 | NS90 049.60 |
| 14 | 1057 | Nelson Halmbandi | NS 3 200.00 | NS 800.00 | NS121 220.25 |
| 15 | 1072 | Foibe Peingekwafo Amadhila | NS 2 687.50 | NS 671.88 | NS101 806.07 |

- (e) That Council approves to lease the erven zoned Single Residential to the relatives who are earning below NS2 600.00.
- (f) That Council approves the lease amount of NS150.00 inclusive of VAT payable per month by residents mentioned in point (e) above.
- (g) That a notice be placed in the newspapers inviting the direct relatives to claim the erven within 30 days from date of publication before allocating it to the distant relatives.
- (j) That only relatives residing in Swakopmund be approved to reside on the erf of the deceased relative.

3. CURRENT SITUATION AND DISCUSSION

As per the above resolution point (e), the minimum qualifying income to be considered for the change of ownership is N\$ 2 600.00. Ms Aina Naango W Shikulo (listed as No. 12 in the resolution) earned N\$ 2 500.00 per month; therefore, she did not qualify. A letter (**Annexure "A"**) with the above resolution was sent to Ms Shikulo in June 2024 informing her of the option to lease the erf as per point (f) of the resolution.

It was required that Ms Shikulo submit proof of income to the Housing Section (**Annexure "A"**) if they secure alternative employment or if their earnings exceed the minimum threshold of N\$2,600.00 for consideration of ownership. **Annexure "B"** is a letter dated **18 May 2025** from Ms Aina Naango Welhelemina Shikulo, explaining a salary increment from N\$2,500.00 to N\$4,130.91 per month. **Annexure "C"** includes the first payslip, and **Annexure "D"** shows the second payslip reflecting the salary increase to N\$4,130.91.

4. PROPOSAL

It is proposed that Council approves the application of Ms Aina Welhelemina Shikulo as she meets the set qualifying criteria. It is further proposed that Ms Shikulo be allowed to sign a preliminary agreement.

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

- (a) **That Council take note of the increase in the income of Ms Aina Welhelemina Naango Shikulo, i.e., from N\$2,500.00 paid by her previous employer to N\$4,130.91 from her new employer, Go Fresh (Pty) Ltd.**
 - (b) **That Council approves the change of ownership of Erf 1020 (7520), Extension 27, Swakopmund, from Mr. Abraham Sheya to Mr Aina Welhelemina Naango Shikulo.**
 - (c) **That Ms Shikulo be allowed to sign a preliminary agreement.**
 - (d) **That Ms Shikulo pays the administrative fee of N\$1,000.00 to Council.**
-



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

Ref No: **14/2/1/2, E 7520**

Enquiries: **Mr C Awaseb**

24 June 2024

Ms Aina W Naango Shikulo
Erf 1020 (7520), DRC
SWAKOPMUND

APPLICATION FOR TRANSFER OF RIGHT OF USE OF ERF 1020 (7520), EXT 29, DRC, SWAKOPMUND

The above matter refers.

Your application regarding the above subject matter was discussed at the Council meeting held on **02 April 2024** under item 11.1.9 and it was resolved as follows:

- (a) **That Council take note of an affordability assessment conducted of the 2 groups.**
- (b) **That the following criteria be approved for processing of the applications for the transfer of right of use in future:**
- (i) **National document (Identification document (ID), work permit, citizenship)**
 - (ii) **Executorship letters**
 - (iii) **Voters Card or**
 - (iv) **Employer letter or**
 - (v) **Church membership**
 - (vi) **Minimum income / salary of N\$2 600.00**
 - (vii) **Letter of residence**
- (c) **That should the applicant meet the above criteria they be approved and exempted from appearing on the Master Waiting List.**
- (d) **That Council approves the applications of the surviving direct relatives residing on the erven and who qualify as per the affordability assessment provided in the table below:**

INCOME OF DIRECT RELATIVES

| No. | Erf No. | Name & Surname Of Applicant | Salary / Income | Payment Qualification | Total Qualification |
|-----|---------|-------------------------------------|-----------------|-----------------------|---------------------|
| 1 | 62 | Erastus Hatutale Kamanda | Unemployed | - | - |
| 2 | 124 | Magnoria Nedra Gaiibes | N\$ 3 998.45 | N\$ 999.61 | N\$151 466.60 |
| 3 | 355 | Pandelia Panduleinge Nghinyengwasha | N\$ 24 888.07 | N\$ 6 222.02 | N\$942 793.15 |



| No. | Erf No. | Name & Surname Of Applicant | Salary / Income | Payment Qualification | Total Qualification |
|-----|---------|-------------------------------|-----------------|-----------------------|---------------------|
| 4 | 385 | Richard Tsibeb | N\$ 3 200.00 | N\$ 800.00 | N\$121 220.25 |
| 5 | 441 | Georgine /Huisies | N\$ 2 500.00 | N\$ 625.00 | N\$94 703.32 |
| 6 | 552 | Monika Uendjundja Hsauria | N\$ 8 054.50 | N\$ 2 013.60 | N\$305 115.16 |
| 7 | 608 | Chaimin Liana Uises | Unemployed | | |
| 8 | 656 | Isabel Ndahafa Namolo | N\$ 3 371.51 | N\$ 842.88 | N\$127 713.28 |
| 9 | 671 | Gracy Tshabalala | N\$ 3 500.00 | N\$ 875.00 | N\$132 584.65 |
| 10 | 817 | Paulus Nghningwalayi Nghaamwa | N\$ 3 989.00 | N\$ 997.25 | N\$151 108.62 |
| 11 | 1013 | Ashanti Gontes | N\$ 2 800.00 | N\$ 700.00 | N\$106 067.72 |
| 12 | 1020 | Alna W Naango Shikulo | N\$ 2 500.00 | N\$ 625.00 | N\$94 703.32 |
| 13 | 1024 | Ndillimeke Ndawedapo | N\$ 2 377.15 | N\$ 594.29 | N\$90 049.60 |
| 14 | 1057 | Nelson Haimbondi | N\$ 3 200.00 | N\$ 800.00 | N\$121 220.25 |
| 15 | 1072 | Foibe Peingekwafo Amadhila | N\$ 2 687.50 | N\$ 671.88 | N\$101 806.07 |

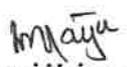
- (e) That Council approves to lease the erven zoned Single Residential to the relatives who are earning below N\$2 600.00.
- (f) That Council approves the lease amount of N\$150.00 inclusive of VAT payable per month by residents mentioned in point (e) above.
- (g) That a notice be placed in the newspapers inviting the direct relatives to claim the erven within 30 days from date of publication before allocating it to the distant relatives.
- (j) That only relatives residing in Swakopmund be approved to reside on the erf of the deceased relative.

As per above Council resolution, point b (vi), your income is less than the qualifying amount of N\$ 2 600.00 for allocation of Erf 1020 (7520) DRC. In terms of point (f) above, you will be permitted to lease the abovementioned erf from Council at N\$ 150.00 per month. We will invite you to come and sign the lease agreement once it is finalized.

You are further advised to submit proof of income to the Housing Section if you find alternative employment or doing business which increases your income beyond the set minimum requirement of N\$2 600.00 per month for ownership consideration.

For any queries, please feel free to contact Mr C Awaseb at ☎ 064 4104231-9
cawaseb@swkmun.com.na

Yours faithfully


Mpsa Haingura
 General Manager: Corporate Services & HC





ANNEXURE "B"

More Than Conqueror
P O Box 8334 S/mund
18 May 2025

Suskep Municipality
P O Box 53
Suskepmund

Dear Sir

APPLICATION FOR THE TRANSFER OF RIGHT OF USE: ERF 1022
DRC

I'm writing this letter because, I would like to register the erf 1022 into my name, I Hina W'N' shik to id no: 9402700446.

I would like to inform you that, I got new job and my salary has now increase ^{more} than the previous salary that I submit to you, which was R\$ 2500.00. My current salary is R\$ 3500.00

I would appreciate it, if you could help or rather advise me on all step forward, I can take to legally become the sole owner of the ERF.

Yours
A. Shikula

11.1.5 **NAKOPA PROJECT: ENDORSEMENT OF TAMARISKIA AND HANGANENI PLAYGROUNDS FOR THE INSTALLATION OF SOLAR CHARGING UNIT PROTOTYPES**

(C/M 2025/07/31 - 17/2/11/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.1** page **03** refers.

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

1. Purpose

The purpose of this submission is to request the Council's endorsement for the construction of solar charging unit prototypes (appreciation of public open spaces) at Tamariskia and Hanganeni playgrounds.

2. Background

- (a) That Council endorse and support this project title; Construction of Meeting Island in open spaces made of regenerative materials in Swakopmund.
- (b) That it be noted that this project is fully funded by NAKOPA.
- (c) That Council be responsible for the subsistence and traveling allowances, of the official (as per the Policy on Travelling, Accommodation & Subsistence).
- (d) That Council takes note of the (attached) presentation from a vocational training center called ZAUG in Giessen.
- (e) That Council recognizes COSDEC role as the local project implementing stakeholder.
- (f) That Council acknowledges the role of Mr Robeam Ujaha (Environmental Health Practitioner) as the project coordinator.
- (g) That Council grant approval to the above-mentioned staff member to travel with the delegation from COSDEC to Germany during October.
- (h) That special leave be granted to the above-mentioned staff member for the purpose of travel for VISA application and when traveling to Germany as required.
- (i) That Council grants permission for an official vehicle to be made available to transport COSDEC delegation to Windhoek , for the purpose of VISA application submission and collection.
- (j) That shuttle services be used to transport the official and COSDEC delegation to and from the Hosea Kutako International Airport, (Windhoek).
- (k) That Council be responsible for the payment of the VISAS and shuttle services for the official and COSDEC delegation, which will be refunded by the sponsors upon proof of invoice
- (l) That traveling and subsistence allowance is paid in terms of Council policy when required and the expenses be defrayed from the Conference Expenses Vote: 300015505500.
- (m) That the General Manager of Engineering Services & Planning Department be requested to assist with technical advice regarding the construction material.
- (n) That the General Manager of Economic Development Services Department be authorized to assist with the identification (at least 2 locations) and grant permission for the use of public open spaces for the implementation of this project.
- (o) That the project report be submitted to the Management Committee on a regular basis.

3. PROJECT CURRENT STATUS

The NAKOPA-funded project at COSDEC, which introduces a course in solar equipment and maintenance, is making excellent progress. The theoretical component has been successfully delivered, with students actively engaged and demonstrating a solid grasp of the subject matter. In the current semester, students will transition to the practical phase of the course, where they will apply their theoretical knowledge in real-life scenarios and gain valuable hands-on experience with solar technology.

Prior to the installation of the solar charging unit prototypes, one of the key project activities involves conducting a comprehensive public engagement campaign. This will be carried out at the proposed implementation sites to

ensure that the local community is well-informed, actively involved, and supportive of the initiative. Gaining community buy-in is seen as critical to the long-term success and sustainability of the project. In preparation for the prototype rollout, the project team conducted a site assessment to identify the most suitable locations for implementation. Taking into consideration factors such as high foot traffic, access to toilet facilities, existing perimeter fencing, and the presence of on-site security personnel, the following two sites were selected as ideal for the installation:

- (a) *Tamariskia Playground*
- (b) *Hanganeni Playground*

These sites meet both technical and logistical requirements and offer strong potential for community engagement and renewable energy education. We are confident that, through the planned public engagement activities, the community will express a strong sense of ownership and support for the project. Furthermore, the design and selection of materials for the sitting benches that will accompany the solar units will be carried out in collaboration with the Municipal Carpenter Section. The system installations will be completed by students under the guidance of their technical instructors, ensuring quality workmanship while promoting practical skills development.

4. Conclusion

The proposed solar charging unit prototypes at Tamariskia and Hanganeni playgrounds present a valuable opportunity to enhance community infrastructure while promoting sustainable energy use. With strong community engagement anticipated, and support from internal departments and local stakeholders, the project is both feasible and impactful. Council's endorsement and support are key to the successful implementation of this initiative.

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

RECOMMENDED:

- (a) That Council approves the Tamariskia and Hanganeni playgrounds for the construction of the solar charging unit prototypes.**
 - (b) That the General Manager: Economic Development Services supports the construction of the sitting benches at Tamariskia and Hanganeni playgrounds.**
 - (c) That the General Manager: Engineering and Planning Services be granted permission to assist with the construction of the sitting benches as part of the project.**
-

11.1.6 **APPLICATION BY SWAKOPMUND TOURISM INFORMATION CC TO SUBLET AN AREA OF THE WOODEN STRUCTURE TO RAIETH'S DELI FOR ICE CREAM**
(C/M 2025/07/31 - E 228 C)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.2** page **05** refers.

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

1. **Introduction**

This submission is tabled to Council to consider an application by Swakopmund Tourism Information CC to sub-lease an area located within the wooden structure of Swakop Tourism Information CC to Raith's Deli. The application dated **12 February 2025** is attached as **Annexure "A"**.

2. **Background**

Swakopmund Tourism Information CC is leasing an area of the pavement measuring $\pm 37.51\text{m}^2$, located opposite Erf 228C, Swakopmund for a Tourist Information Centre which is conducted from a wooden hut.

On **29 October 2015** Council approved the initial lease period for the establishment of a Tourism Information Centre under item 11.1.18.

Aesthetical approval for the erection of the wooden structure was granted on **26 November 2015**, and the lessee occupied the structure from **1 December 2015**.

The previous lease agreement, which commenced on **01 December 2016**, lapsed on **30 November 2019**. The lease periods were reviewed and renewed at intervals, and the current lease period will lapse on **30 November 2029**. A copy of the current signed lease agreement is attached as **Annexure "B"**.

3. **Current Situation**

Swakopmund Tourism Information CC submitted an application dated **12 February 2025**, requesting consent to sublease an area in the wooden structure to Raith's Deli to accommodate an ice cream fridge for the sale of ice-cream.

They confirm in their letter that the ice-cream is currently being sold at Raith's Deli and once Council grants them permission, they will trade from Swakop Info Centre.

Clause 13 of the lease agreement signed between Council and Swakopmund Tourism Information CC deals with subletting and is quoted below:

"13. Subletting, Parting with possession and use of the Property

The LESSEE shall not, without the Lessor's prior written consent, which shall not be unreasonably withheld:

13.1 *sublet the Property or any portion thereof; or*

13.2 *part with possession of the PROPERTY or any portion thereof; or*

13.3 use or occupy the PROPERTY or allow it to be used or occupied for any other purpose than conducting the business activities referred to in clause 3.2 above,"

4. **Proposal**

It is proposed to support the application from Swakopmund Tourism Information CC to sublease an area within the wooden structure to Raith's Deli, to accommodate an ice-cream fridge.

It is further proposed that the sub-leased area should not exceed 1/3 of the total lease area, thereby ensuring that the main business operations as a Tourism Information Centre are maintained. No application for outside seating will be considered so as to not further congest the pavement area.

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

RECOMMENDED:

- (a) **That Council approves the application from Swakopmund Tourism Information CC to sub-lease to Raith's Deli an area of the wooden structure for the sale of ice-cream, subject to the conditions of the main lease agreement.**
 - (b) **That the approval to sub-lease to Raith's Deli in terms of clause 13 shall further be subject to:**
 - (i) ***The sub-lease area may not exceed 1/3 of the surface area of the wooden structure, thereby ensuring that the main business operations as a tourism info centre is maintained.***
 - (ii) ***That no application for outside seating for serving and consuming ice-cream be considered.***
 - (c) **That Swakopmund Tourism Information CC indemnifies Council from any claims of any nature that may arise from sub-leasing the property referred to in (b) above to a third party.**
-



Swakopmund Tourism Information CC
P. O. Box 552 Swakopmund, Namibia
Cell: +264 81 155 4000
Email: info@swakopinfo.com
CC/2014/13020

12 February 2025

Attention: CEO Swakopmund Municipality

APPLICATION TO SUBLET AN AREA TO RAITH'S DELI FOR ICE CREAM.

Regarding the lease agreement between Swakop Info and the Municipality of Swakopmund, an application has been made for consent to sublet an area within Swakop Info to accommodate an ice cream fridge.

The ice cream currently being sold at Raith's Deli will be sold at Swakop Info upon receiving permission.

Kindly consider the above and revert at your earliest convenience.

Regards.

G. van der Merwe



ENTERED INTO BY AND BETWEEN

MUNICIPAL COUNCIL OF SWAKOPMUND

a local authority established in terms of the Local Authorities Act 23 of 1992, represented
herein by

ALFEUS BENJAMIN in his capacity as Chief Executive Officer, or
VILHO SHOONGELENI KAULINGE or **HELLAO INARUSEB** or **CLARENCE CLAUDE**
MCCLUNE or **MPASI HAINGURA** or **LYDIA NENGU MUTENDA** in his / her capacity as
Acting Chief Executive Officer

And

WILFRIED GROENEWALD in his capacity as Chairperson of the Management
Committee, or **ERRKIE SHITANA** in his capacity as Alternate Chairperson of the
Management Committee) acting by virtue of the authority granted in terms of section 31
A (a) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended)

(Hereinafter referred to as "the LESSOR")

OF THE ONE PART

AND

SWAKOPMUND TOURISM INFORMATION CC

a close corporation with limited liability duly incorporated as such in accordance with the
laws in force under registration number CC/2017/0818, herein represented by **JOHANNES**
GERHARDUS VAN DER MERWE in his capacity as member and duly authorized thereto by
resolution of the close corporation

(Hereinafter referred to as "the LESSEE")

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INTRODUCTION

- 1.1 The LESSOR is the registered owner of the PROPERTY.
- 1.2 The LESSEE wishes to rent the PROPERTY from the LESSOR and the LESSOR is willing to lease the PROPERTY to the LESSEE; and
- 1.3 The Parties have reached agreement regarding the terms that shall govern the lease and wish to record same in writing.
- 1.5 The LESSOR approved a new lease period which commenced 01 December 2024 and expires 30 November 2029.

DEFINITIONS AND INTERPRETATION

- 2.1 In this lease, unless the context indicates otherwise, the following expressions shall have the meanings assigned to the hereunder and cognate expressions shall have a similar meaning:
 - 2.1.1 "the Commencement Date" - means the date on which this lease comes into operation, namely 01 December 2024.
 - 2.1.2 "the Deposit" - means an amount equal to one month's rental, as referred to in clause 6;
 - 2.1.3 "the Expiry Date" - means the day on which this lease expires, namely 30 November 2029;
 - 2.1.4 "the Improvements" - means the wooden structure erected on the property in accordance with the approved building plans.
 - 2.1.5 "this Lease" - means this agreement of lease concluded between the LESSOR and the LESSEE pertaining to the PROPERTY, including any amendments thereto.
 - 2.1.6 "Lease Period" - means the period for which this lease subsists;
 - 2.1.7 "month" - means a calendar month;
 - 2.1.8 "the parties" - means the parties to this Lease, the LESSOR and the LESSEE, and "party" means one of them;

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- 2.1.9 "the Property" means a Portion of Land (pavement area located on the roof of the public ablution facilities of the Thomas Amunyela Amphitheatre) measuring approximately 37.81m² (Thirty Seven, Fifty One square meters) located adjacent to Bf 220 C, Swakopmund as per attached diagram marked Annexure "A";
- 2.1.10 "the Rehabilitation Deposit" - means an amount of NS10,000.00 (Ten Thousand Namibia Dollars), as referred to in clause 7;
- 2.1.11 "the Rental" means the amount of monthly rental payable in terms of this Lease, as referred to in clause 5 below;
- 2.1.12 "the Signature Date" means the date on which this Lease is signed by the last party signing.
- 2.2 In this Lease, unless a contrary intention clearly appears, words importing:
- 2.2.1 any one gender include the other genders;
- 2.2.2 the singular include the plural and vice versa; and
- 2.2.3 natural persons include created entities (corporate or non-corporate) and vice versa.
- 2.3 If any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, such definition shall give rise to rights and obligations and effect shall be given to it as if it was a substantive provision in the body of the agreement.
- 2.4 When any number of days is prescribed in this Lease, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Where this Lease refers to or requires any consent, notice, demand, record or report, it shall be required that such be in writing to be effective, which shall include an electronic or facsimile version thereof.

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- 2.6 Any provision of this Lease imposing a restraint, prohibition or restriction on the LESSEE shall be so construed that the LESSEE is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the PROPERTY, including (without limiting the generality of this provision) the LESSEE's associates, patrons, members, employees, agents, customers, workmen, contractors, or anyone associated with the LESSEE or his activities on the PROPERTY.
- 2.7 Clause headings appear in this Lease for the purposes of reference and guidance only and shall not influence the proper interpretation of this Lease.

3 LETTING AND HIRING

- 3.1 The LESSOR hereby lets to the LESSEE, who hereby hires the PROPERTY, subject to the terms and conditions of this Lease.
- 3.2 The PROPERTY is hereby let to and hired by the LESSEE for the exclusive purpose of conducting an information centre and related activities reasonably associated therewith.
- 3.3 The PROPERTY shall not be used for any purpose other than specified in clause 3.2 above, except with the express prior written consent obtained from the LESSOR.
- 3.4 The LESSEE may open and operate from 07.00 and no later than 22.00.
- 3.5 The LESSEE has no option to purchase the PROPERTY.
- 3.6 The LESSEE shall not be permitted to sell or transfer the rights to the lease and any improvements on the PROPERTY to a third party, without the approval of the LESSOR, see clause 13.2.

4. DURATION OF THE LEASE AND THE LEASE PERIOD

- 4.1 Irrespective of the Signature Date it is recorded that this Lease commenced on 1 December 2024, and shall endure for a fixed term until 30 November 2029, when this Lease shall terminate and the LESSEE shall vacate the PROPERTY, unless renewed in accordance with the provisions of clause 4.2 infra.
- 4.2 Notwithstanding the duration of this Lease for a fixed term as referred to in clause 4.1 above, this Lease shall be terminable on 3 months' written notice by any of the parties to the other

4.2 : OPTION OF RENEWAL

- 4.2.1.1 The LESSEE shall have the option to negotiate the renewal of the Lease for a further period of 3 (three) years on the same terms and conditions.
- 4.2.1.2 The right to apply for renewal shall be exercised by notice in writing from the LESSEE to the LESSOR given and received not later than 3 (three) months prior to the date on which the renewal period is to commence, and shall lapse in the discretion of the LESSOR if not so exercised.
- 4.2.1.3 The LESSEE may not, however, exercise the right of renewal while in breach or default of any of the terms of the Lease.
- 4.2.1.4 If the Lease does not endure at least for the full term for which it is initially contracted, the right of renewal shall lapse and any notice of exercise thereof given prior to such lapsing shall be null and void.
- 4.3 Should the LESSEE cease to operate, then the LESSEE must inform the LESSOR in writing of such fact. The terms of this agreement will remain in force and effect in the event that the LESSEE ceases to operate.

RENT AND PAYMENTS

- 5.1 As on 01 July 2024, the LESSEE shall pay monthly rental to the LESSOR as follows:
- 5.1.1 **NS\$45.69 (Forty Five Namibian dollar and Sixty Nine Cent) per square meter per month, plus 15% VAT (NS\$45.69 x 37.51m² = NS\$1 713.83 + 15% VAT, NS\$257.07) amounting to NS\$1 970.90;**
- 5.1.2 the rent will increase annually with 7% effective from 1 July 2025 and thereafter will increase yearly on the 1st of July of each consecutive year with 7%.
- 5.2 The Rental shall be paid monthly in advance on the 1st day of each calendar month, free of any bank charges and exchange, by electronic funds transfer into the LESSOR's bank account held in Namibia, the detail of which the LESSOR may notify the LESSEE of in writing from time to time. Currently, the bank account allocated for the payment of the Rental is the following:

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Account Name: Swakopmund Municipality
 Bank: First National Bank
 Account Number: 622 4960 3300
 Branch Code: 280 472

- 5.3 The LESSEE shall not for any reason whatsoever withhold, defer, make any deduction from or set off against the Rental any payment or claim which may be due by the LESSOR to the LESSEE, from whatsoever cause arising.
- 5.4 Should the LESSEE at any time during the duration of this Lease, pay any amount due in terms of this agreement in cash in the abovementioned bank account, the LESSEE shall be liable to pay all cash deposit fees charged by the bank on such amount.
- 5.5 Any amount payable by the LESSEE as Rental which remains unpaid after it has become due, shall bear compound interest at a rate equal to the prime lending rate of the LESSOR's bankers applicable to unsecured loans to its first class clients, as may be applicable from time to time, provided that the interest shall only accrue as from the 8th day from when it becomes due. The said interest shall be calculated daily but compounded monthly in arrears on the last day of each calendar month. In any dispute or proceedings, the rate of interest shall prima facie be proven by a certificate issued by a manager of the said bank, whose authority need not to be proven.

DEPOSIT

- 6.1 The LESSEE shall pay a deposit of N\$ 1 713, 83 (One Thousand Seven Hundred and Thirteen Namibia Dollar and Eighty Three Cent) to the LESSOR on date of signature hereof. The parties record that the deposit has been calculated to be equal to one month's rental due and payable as at date of signature hereof. The LESSOR shall be entitled to apply the whole or portion thereof to the payment of the rental or settlement of any other liability for which the LESSEE is responsible in terms of this Lease. If any portion of the deposit is so applied, the LESSEE shall forthwith on demand thereof by the LESSOR reinstate the deposit in full. The deposit shall be retained by the LESSOR until termination of the Lease, the vacation of the PROPERTY by the LESSEE and the complete discharge of the LESSEE's obligations to the LESSOR arising from this Lease, where after it shall be refunded to the LESSEE.

- 6.2 The deposit shall be adjusted annually on 1 July to at all times be equal to one month's rental. The LESSOR shall be entitled to apply the whole or portion thereof towards payment of the rent, electricity or water charges, maintenance, or any other liability for which the LESSEE is liable in terms hereof. If any portion or the whole (as the case may be) of the deposit is so applied, the LESSEE shall forthwith reinstate the deposit to correspond with one month's rental on demand thereof. The deposit shall be retained by the LESSOR until the expiry / termination of this Lease, the vacation of the PROPERTY by the LESSEE and the complete discharge of the LESSEE's obligations as contained herein.
- 6.3 The LESSEE shall not be entitled to set off against the deposit any rental or other amount payable by it.

7 REHABILITATION DEPOSIT

- 7.1 For the purpose of having at the disposal of the LESSOR, funds to finance (partly or completely) the rehabilitation of the PROPERTY, the LESSEE is required make a once off payment of a refundable rehabilitation deposit of N\$10 000.00 (Ten Thousand Namibia Dollars) payable to the LESSOR, on the Commencement Date.
- 7.2 The rehabilitation deposit has been determined by the LESSOR's General Manager Engineering and Planning Services, being an estimate of rehabilitation costs should the LESSEE fail to rehabilitate the PROPERTY on the expiry / termination of the lease. The deposit shall be retained by the LESSOR until the expiry / termination of the Lease, the vacation of the PROPERTY by the LESSEE and the complete discharge of the LESSEE's obligations as contained herein.
- 7.3 Should the LESSEE not comply with any of its obligations to rehabilitate the PROPERTY, upon termination thereof, or in circumstances where the Lease is terminated in terms of clauses 4 and 17, the LESSOR shall be entitled to rehabilitate or to procure the rehabilitation of the PROPERTY, provided that it has demanded such rehabilitation in writing from the LESSEE and granted 60 days to do the rehabilitation so demanded. The costs of rehabilitation then done or procured by the LESSEE shall be paid from the rehabilitation deposit.
- 7.4 Upon expiry of the lease period and provided that:
- 7.4.1 the rehabilitation has been satisfactorily completed; and
- 7.4.2 the LESSEE is not in breach of any of its other obligations in terms of this agreement, the LESSOR shall make payment to the LESSEE of the deposit.

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8. OCCUPATION

The Parties hereby record that the LESSEE is already in occupation of the PROPERTY, as required

9. ELECTRICAL AND MUNICIPAL SERVICES TO THE PREMISES / INDEMNITY

9.1 The LESSEE shall, at its own costs, apply for, source, install and maintain a dedicated electricity supply point, the rendering of municipal services, telecommunication services and security services to the PROPERTY, as required.

9.2 The LESSEE shall from the Commencement Date and for the duration of this Lease promptly pay for:

9.2.1 all charges which may become payable to the applicable electricity supplier (currently Erongo RED) for the supply of electricity and other electrical services rendered to the PROPERTY;

9.2.2 all charges for municipal services rendered to the PROPERTY, including those relating to the supply and consumption of water, sewerage, fire services, refuse removal and the like.

9.2.3 all charges arising out of any telecommunication, electronic and internet services supplied to the PROPERTY.

9.3 In the event of the LESSEE failing to make payment of any of the aforesaid charges, the LESSOR shall have the right, without prejudice to his other rights in law or under this Lease, to effect payment thereof and to immediately recover the amount(s) so expended from the LESSEE.

10. ACKNOWLEDGEMENTS BY LESSEE REGARDING THE PROPERTY

The LESSEE acknowledges and the Parties record the following pertaining to the Property:

10.1 The LESSEE has thoroughly inspected the PROPERTY and accepts the Property as is.

10.2 The PROPERTY is let and occupied subject to the conditions and the provisions of the applicable town planning scheme.

10.3 All assets and goods brought onto the PROPERTY by the LESSEE, its customers, patrons, workmen or contractors shall be at the sole risk of the LESSEE, without the LESSOR incurring any responsibility or liability whatsoever relating thereto.

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- 10.4 Any person who may enter upon the PROPERTY shall be at the sole risk of the LESSEE without the LESSOR incurring any responsibility or liability to such person.
- 10.5 The LESSOR shall not be liable for any loss sustained by the LESSEE or any other person by reason of any burglary, theft, damage, or fire on the PROPERTY or any damage suffered by the LESSEE or any other person as the result of the condition or defect of or any activity on the PROPERTY.
- 10.6 The LESSEE indemnifies the LESSOR against all and any liability or claims of whatever nature by any person including (but not limited to) any member of the public; employees of the LESSEE or the LESSOR; the contractors and their employees or sub-contractors of the LESSEE or the LESSOR; any authorities; customers; any visitors to the PROPERTY; or animals on the PROPERTY such claims or liabilities arising from either: the LESSEE's occupation of the PROPERTY or any associated activities; the condition of the PROPERTY; the transport of anything or any person to and from the PROPERTY or any other actions or omissions (of whatsoever nature or cause) of the LESSEE or its members, customers, contractors, employees, visitors or animals on the PROPERTY associated with the LESSEE's tourism activities.
- 10.7 The LESSEE shall have no claim for damages against the LESSOR and may not withhold or delay any payment due to the LESSOR by reason, directly or indirectly, as a result of:
- 10.7.1 A breach by the LESSOR of any of its obligations under this Lease;
- 10.7.2 Any act or omission of the LESSOR or any agent or servant of or contractor to the LESSOR, whether or not negligent, or otherwise actionable at law, and including (but not limited to) any act or omission of any official, employee, or contractor;
- 10.7.3 The condition, state of repair or lack of special attributes, at any time of the PROPERTY, the improvement, or any part of the PROPERTY; or
- 10.7.4 Any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the PROPERTY, whether or not the LESSOR could otherwise be held liable for such occurrence, circumstance or failure.
- 10.7.5 The LESSOR shall not, however, be excused from specific performance of any of its obligations under this Lease, whether express or implied, and particularly (but not only) its obligations to afford the LESSEE beneficial occupation and enjoyment of the PROPERTY as contemplated by this Lease.


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11. **ACTIVITIES ON THE PROPERTY**

- 11.1 During the subsistence of this Lease, the Lessee shall:
- 11.1.1 comply with all laws and by-laws applicable to the PROPERTY and those relating to the activities conducted at the PROPERTY and shall not allow any illegal activity, which may become known to him, at or near the PROPERTY.
 - 11.1.2 not cause or allow any activities on and in the vicinity of the PROPERTY to become a nuisance or discomfort to the occupiers of the surrounding buildings and generally to other members of the public.
 - 11.1.3 at all times comply with and follow regulations and standards applicable in the tourism industry in Namibia.
 - 11.1.4 ensure that all signage and promotional items brought onto and activities conducted at or near the PROPERTY are and remain in good taste, in compliance with any statutes or regulations applicable thereto and the requirements of the local authority council.
- 11.2 The LESSEE shall not be entitled to erect any permanent structures or fixtures on the PROPERTY, save for levelled concrete floors, minor low supporting walls and curbing in order to support non-permanent structures and to beautify the PROPERTY and the surrounding areas. Such structures shall be erected with the consent of the LESSOR, which will not be unreasonably withheld. Unless otherwise agreed with the LESSOR, the LESSEE must, at his own costs, remove any such permanent structures from the PROPERTY upon the termination of this Lease.
- 11.3 The LESSEE has, at his own costs and risk, placed and erected non-permanent improvements and structures on the PROPERTY to accommodate its intended business activities. During the subsistence of this Lease, the LESSEE is required to maintain the improvements in a condition acceptable to the General Manager, Engineering and Planning Services.
- 11.4 The improvements which the LESSEE may erect on the PROPERTY shall not become the property of the LESSOR, unless otherwise agreed, and shall all at all times remain the property of the LESSEE or its owner.
- 11.5 Upon the termination of the Lease for whatsoever reason, the LESSEE shall, at its costs and risk, be entitled to remove the improvements from the PROPERTY.
- 11.6 The LESSOR shall provide and where necessary obtain such consents and authorities which the LESSEE may reasonably require to lawfully conduct its business activities from the PROPERTY and to erect improvements on the PROPERTY as aforesaid.





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12. **MAINTENANCE AND REPAIRS OF THE PROPERTY AND FURTHER IMPROVEMENTS**

12.1 The LESSEE shall at its own expense and without recourse to the LESSOR throughout the Lease Period

12.1.1 maintain and keep in good working order and condition the PROPERTY and all parts thereof, including (without the generality being restricted) the improvements thereon, the drainage and sewerage system, the electrical system and installations and the water reticulation system serving the PROPERTY;

12.1.2 keep the drainage systems to and on the PROPERTY clean and tidy and free of any accumulation of dirt, oily or flammable substances and any obstruction.

12.2 The LESSOR shall not be responsible for any maintenance of the PROPERTY.

12.3 Any alterations, changes or improvements made to the PROPERTY shall be for the account of the LESSEE.

12.4 If the LESSEE does add fixtures and fittings or alter, change or improve the PROPERTY, whether in breach of this lease or not, the LESSEE shall, if so notified by the LESSOR at the termination of this Lease, at its own costs restore the PROPERTY to the condition it was prior to the alterations, changes or improvements having been made.

12.5 Unless otherwise agreed at the time of being installed or affected, or unless removed after the aforesaid notice by the LESSOR, the fixtures and fittings installed or the alterations, changes or improvements made to the PROPERTY by the LESSEE, shall, upon the termination of the Lease, become the sole property of the LESSOR.

12.6 Unless otherwise agreed to at the time of it being affected, the LESSEE shall not under any circumstances be entitled to claim any compensation for any fixtures, fittings, alterations, changes or improvements made to the PROPERTY.

13. **SUBLETTING, PARTING WITH POSSESSION AND USE OF THE PROPERTY**

The LESSEE shall not, without the LESSOR's prior written consent, which shall not be unreasonably withheld

13.1 sublet the PROPERTY or any portion thereof; or

13.2 part with possession of the PROPERTY or any portion thereof; or

13.3 use or occupy the PROPERTY or allow it to be used or occupied for any other purpose than conducting the business activities referred to in clause 3.2 above.

14. SUNDRY OBLIGATIONS BY THE LESSEE

The LESSEE shall:

- 14.1 keep the PROPERTY clean and tidy;
- 14.2 not bring into the PROPERTY any article or conduct any activity thereon, which, by reason of its nature, weight or other characteristics, is liable to cause irreparable damage to the PROPERTY;
- 14.3 not leave refuse or allow it to accumulate in or about the PROPERTY except in the refuse bins allocated and shall procure adequate refuse bins from the local authority council to accommodate its refuse;
- 14.4 have the installation of the electrical, plumbing or gas installations or systems serving the PROPERTY done by a suitably qualified tradesman.

15. LESSOR'S RIGHT OF ENTRY TO THE PROPERTY

15.1 The LESSOR or their representatives, agents, servants, and contractors may, at all reasonable times after having given notice to the LESSEE, enter the PROPERTY in order to:

- 15.1.1 inspect them and carry out any necessary assessments, repairs, replacements or other works to the PROPERTY; or
- 15.1.2 perform any other lawful function in the bona fide interests of the LESSOR or any of the other occupants of the PROPERTY; or
- 15.1.3 for purposes of carrying out work for any necessary repairs, replacements or other works required elsewhere on the PROPERTY.

but the LESSOR shall ensure that these rights are exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the PROPERTY by the LESSEE.

A H B

16. BREACH

- 16.1 In the event of either one of the Parties ("the defaulting party") committing a breach of any of the terms of this lease and failing to remedy such breach within a period of 21 (twenty one) days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at its sole discretion and without prejudice to any other rights in law and/or in terms of this Lease, either to claim specific performance of the terms of this Lease or to cancel this Lease forthwith and without further notice and claim damages from the defaulting party. Provided that if the LESSEE fails to pay any Rental due in terms of this lease three times during any calendar year, then upon the third breach, the LESSOR shall be entitled immediately to implement any of the remedies referred to above, including immediate cancellation, without first having to give the LESSEE written notice to rectify such breach.
- 16.2 In the event of the defaulting party being:
- 16.2.1 the LESSEE, the full amount of the Deposit (clause 6 and or clause 7) shall on cancellation of the lease be forfeited in favour of the LESSOR, subject to any remedies in that regard which are available to the LESSEE or the LESSOR in law.
- 16.2.2 the LESSOR, the LESSEE shall not later than 30 (thirty) days after cancellation of this lease receive from the LESSOR the Deposit (clause 6 and or 7), less any deductions lawfully made therefrom in terms of clause 6 above.
- 16.3 Should there be a dispute as to the termination by the defaulting party, the LESSOR shall retain the Deposit (required in clause 6 and or 7) in trust until such dispute is resolved either by agreement between the LESSOR and the LESSEE or by order of a competent court.
- 16.4 In the event of the LESSOR having cancelled this Lease justifiably but the LESSEE remaining in occupation of the PROPERTY, with or without disputing the cancellation, the LESSEE shall be obliged to pay, and the LESSOR shall be entitled to recover and accept all payments or Rental and any other amounts which would have been payable to the LESSOR but for the cancellation, without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the LESSOR by reason of the unlawful holding over on the part of the LESSEE.



17. DOMICILIUM CITANDI ET EXECUTANDI:

17.1 LEGAL PROCESS:

The Parties hereby choose as their *domicilia citandi et executandi* for all legal process in terms of this Lease at the following physical addresses:

LESSOR: Municipal Head Office located on the cnr Rakatoka Street & Daniel Kameho Avenue, Swakopmund
LESSEE: the PROPERTY

17.2 NOTICES:

The parties hereby choose as their address for all notices in terms of this Lease at the following addresses:

LESSOR:
 Facsimile number : 088 614 514
 E-mail address : archives@swimuns.com.na
 Postal address : P.O. Box 53, Swakopmund
 Physical address : cnr Rakatoka Street & Daniel Kameho Avenue, Swakopmund

LESSEE:
 E-mail address : info@swakop.info.com
 Postal address : P.O. Box 552, SWAKOPMUND
 Physical address : the PROPERTY
 Contact no : 081 155 4000

17.3 In the case of any notice:

- 17.3.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the tenth day after posting;
- 17.3.2 sent by fax or e-mail, it shall be deemed to have been received, unless the contrary is proved, on the next business day after sending;
- 17.3.3 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

17.4 Either party shall be entitled, by notice to the other, to change its domicile to another address in the Republic of Namibia, provided that the change shall only become effective 21 (twenty one) days after service of the notice in question.

18. WHOLE AGREEMENT, NON-VARIATION AND WAIVER

- 18.1 This document constitutes the entire record of the terms of the Lease concluded between the Parties.
- 18.2 The Parties record that the terms recorded in this Lease shall supersede all previous agreements (whether in writing or verbal) made by the Parties and accordingly it constitutes a complete novation of any previous agreement(s) and negotiations between the Parties, including the correspondences and other documents exchanged preceding the conclusion of this Lease.
- 18.3 Neither party relies upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this Lease, upon entering into this Lease.
- 18.4 No variation, novation or consensual cancellation of this Lease shall be of any force or effect, unless reduced to writing and signed by both Parties.
- 18.5 Neither Party shall be regarded as having waived or be precluded in any way from exercising any right under or arising from this Lease, by reason of such party having, at any time, granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance to be made hereunder or having failed to enforce or delayed in the enforcement of any right of action against the other party. Any waiver of any parties' rights in terms of this Lease shall only be effective if recorded in writing and signed by that Party.
- 18.6 The failure of either party to comply with any non-material provision of this Lease shall not excuse the other party from performing the latter's obligations hereunder fully and amicably.

19. CESSION AND ASSIGNMENT

- 19.1 The LESSOR shall be entitled to cede any rights or assign or delegate any obligations in terms of this Lease, provided it has given notice thereof to the LESSEE, subject to clause 13 above.
- 19.2 The LESSEE shall, however, only be entitled to cede any rights or assign or delegate any obligations in terms of this Lease to any other party, with the LESSOR's prior written consent, which shall not be unreasonably withheld.
- 19.3 The LESSEE shall obtain the LESSOR's consent in writing prior to transferring member's interests in the LESSEE or any portion of such member's interest to another person.

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20. NECESSARY POWERS AND AUTHORIZATION

20.1 The person signing this Lease on behalf of the LESSEE hereby warrants that he is duly authorized to sign this Lease and shall, by virtue of his signing of this Lease, by agreement, be held to have signed this Lease also.

20.1.1 as Surety toward the LESSOR for the due and punctual and strict fulfillment by the LESSEE of all its liabilities and obligations arising from or under this Lease, and

20.1.2 as Co-Principal Debtor together with the LESSEE to be held liable in solidum with the LESSEE in respect of all the liabilities and obligations of the LESSEE arising from or under this Lease.

21. APPLICABLE LAW, JURISDICTION AND COSTS

21.1 This agreement is governed by Namibian law.

21.2 The parties consent to and subject themselves to the jurisdiction of the Magistrate's Court with jurisdiction over their person in relation to any dispute or matter to be adjudicated as arising from this Lease and despite the monetary claims at stake exceeding the monetary jurisdiction of the magistrate's courts in general, to which jurisdiction the parties hereby expressly consent.

21.3 Any legal costs incurred by a party to assert its rights in terms of this Lease on account of the breach of the other Party of any of the terms of the Lease, shall be borne by the party in breach. Such costs shall be determined on an attorney and client scale.

21.4 The LESSEE shall be liable for the legal costs of legal practitioners in attending to the preparation of this Lease agreement, which costs shall be payable upon demand thereto by the said legal practitioners.

22. MUTUAL CO-OPERATION

The Parties undertake to pass all resolutions, sign all documents and take all reasonable and necessary steps to give effect to and ensure the proper discharge of their respective duties, functions and obligations in terms of this Lease.

Handwritten signatures and initials, including a large signature at the top right and several smaller initials below it.

Thus done and signed by the Lessor at Swakopmund on this 2 day of MAY 2025

AS WITNESSES

1. 


On behalf of the LESSOR
CHIEF EXECUTIVE OFFICER / ACTING

2. 


On behalf of the LESSOR
CHAIRPERSON, MANAGEMENT
COMMITTEE OR ALTERNATE
CHAIRPERSON OF MANAGEMENT
COMMITTEE

Thus done and signed by the Lessee at Swakopmund on this 10 day of APRIL 2025.

AS WITNESSES

1. 
2. 


On behalf of the LESSEE
J G VAN DER MERWE

11.1.7

PROPOSAL TO DONATE REDUNDANT BUILDING MATERIALS FROM HOUSE OF SAFETY RENOVATION FOR FIRE VICTIMS

(C/M 2025/07/31 - T 610)

Ordinary Management Committee Meeting of 15 July 2025, Addendum 8.3
page 25 refers.

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

The purpose of this proposal is to seek the Council's approval to write off the redundant building material from the House of Safety that is currently under renovation.

Background

In recent weeks, there has been a noticeable increase in fire outbreaks within the informal settlements, causing severe devastation to the lives and livelihoods of numerous residents. These unfortunate incidents have left many individuals and families displaced, with the majority having lost their homes and personal belongings. The situation remains critical, and the immediate need for emergency relief, particularly building materials to aid in the reconstruction of basic shelter, is both urgent and essential. Simultaneously, renovation work is currently underway at the Safety House, during which certain building materials are being removed or replaced. Some of these materials may still be in a reusable condition and could potentially be redirected for humanitarian use.

It is hereby proposed that the Council consider authorizing an assessment of the redundant materials from the Safety House renovation to determine their suitability for donation. Should such materials be deemed safe and appropriate for reuse by the General Manager: Engineering and Planning Services, they could be distributed to fire-affected households to aid in the rebuilding of temporary or permanent structures.

Conclusion:

This proposal is aligned with the Council's commitment to community support, social responsibility, and sustainable resource use. The reallocation of unused building material would significantly contribute to the recovery of vulnerable residents while promoting the ethical reuse of municipal resources. In order to ensure proper control of the materials and prevent misuse, the Office of the Mayor will receive a list from the General Manager: Engineering for submission to the Management Committee for approval for the writing off thereof and donation thereof to identified households or community members as the opportunity presents itself. The materials which are identified as recoverable will be entered onto an inventory and removed to the Stores for safekeeping.

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

- (a) That the recovered building material as provided in the attached list be written off as redundant and donated to households who have suffered losses due to fire.**
 - (b) That the Office of the Mayor creates an inventory of all redundant material and that beneficiaries sign for the receipt of such materials.**
-



L LOUBSER KOTZE ARCHITECTS INCORPORATED
 2025/06/20

20 June 2025

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

Attention: Andre Louw

CONSULTANCY SERVICES FOR THE PLANNING, DESIGN, DOCUMENTATION AND SUPERVISION FOR THE RENOVATION OF THE FACILITIES ON ERF 610 TAMARISKIA TO SERVE AS AN EMERGENCY SHELTER – 23/04 – LIST OF MATERIAL

The following letter serves to confirm that the following material has been removed from the existing structure on site and can be redistributed for use elsewhere:

| | |
|---|--------------|
| 2250x100mm diameter gumpoles | quantity 109 |
| 2250x40/50mm diameter laths | quantity 230 |
| 75x50mm timber purlins (various lengths) | quantity 67 |
| Timber trusses (various lengths) | quantity 40 |
| Timber truss sections | quantity 15 |
| 20mm timber flooring (various lengths) | quantity 297 |
| Single timber doorframe (900x2050mm) | quantity 13 |
| Single timber doorframe & door (900x2050mm) | quantity 1 |
| Single steel gate & doorframe (860x2050mm) | quantity 2 |
| Double timber doorframe (1800x2050mm) | quantity 2 |
| Single timber door with glass | quantity 1 |
| Single timber door | quantity 1 |
| Timber gate section (1650x1800mm) | quantity 2 |
| Timber window frame (1200x900mm) | quantity 2 |
| Timber window frame (600x600mm) | quantity 5 |
| Timber window frame (900x600mm) | quantity 2 |
| Timber window frame (1800x1800mm) | quantity 2 |
| Timber window frame (1150x1090mm) | quantity 1 |
| Timber window frame (950x600mm) | quantity 2 |
| Timber window frame (1800x600) | quantity 1 |
| Timber window frame with burglar bars (1800x600mm) | quantity 6 |
| Timber window frame with burglar bars (1150x1200mm) | quantity 6 |
| Timber window insert (550x1150mm) | quantity 2 |
| Timber window insert (600x1120mm) | quantity 1 |
| Timber doorframe (900x2100mm) with timber window (1000x900mm) combination | quantity 11 |

As further demolition will take place, more material will become available and will be reported in time.

We trust that you will find the above in order.

If there are any questions relating to the above, please do not hesitate to contact our office.

Regards

Geline Loubser
 for and on behalf of Loubser Kotze Architects Inc

11.1.8

OLD AND REDUNDANT ITEMS/EQUIPMENT: ENGINEERING AND PLANNING SERVICES DEPARTMENT: OFFICE AND WORKS SECTION

(C/M 2025/07/31 - 17/2/5/1)

Ordinary Management Committee Meeting of 15 July 2025, Addendum 8.4 page 27 refers.

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

The following old vehicle, equipment and materials have become redundant and thus need to be written off and sold at the next public auction.

Vehicles:

| Fleet No. | Reg. No. | Make | Model |
|------------------|-----------------|-------------|--------------|
| TH0225 | N 3169 S | Opel Corsa | 2011 |

Materials/Equipment:

| TOTAL | DESCRIPTION | SECTION |
|--------------|---|----------------|
| 2 | Fan | TP |
| 1 | Heater | TP |
| 3 | Office chairs | Building |
| 1 | Sharp Printer | Building |
| 1 | Samsung fax machine (Z2VOBFBB600453P) | Works |
| 1 | Rexel Binder (UA10065P) | Works |
| 1 | HP Printer (CN45P8510F) | Works |
| 1 | Samsung Computer Screen (LB17HMBY500586T) | Works |

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

- (a) That the following old and redundant vehicle, equipment and materials be written off and sold at the next public auction:

Vehicle:

| Fleet No. | Reg. No. | Make | Model |
|------------------|-----------------|-------------|--------------|
| TH0225 | N 3169 S | Opel Corsa | 2011 |

Materials/Equipment:

| TOTAL | DESCRIPTION | SECTION |
|--------------|---|----------------|
| 2 | Fan | TP |
| 1 | Heater | TP |
| 3 | Office chairs | Building |
| 1 | Sharp Printer | Building |
| 1 | Samsung fax machine (Z2VOBFBB600453P) | Works |
| 1 | Rexel Binder (UA10065P) | Works |
| 1 | HP Printer (CN45P8510F) | Works |
| 1 | Samsung Computer Screen (LB17HMBY500586T) | Works |

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the above-mentioned redundant vehicles, equipment and materials.

11.1.9 **NOTICE TO COUNCIL ON THE PROPOSED COUNCIL EVENTS, EVENTS HOSTING PLANS, AND IDENTIFIED EVENT VENUES**
(C/M 2025/07/31 - 13/3/1/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.5** page **28** refers.

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

1. INTRODUCTION

This submission outlines proposed events to be hosted either directly by the Swakopmund Municipality, through the internal Events Coordination Committee, or in partnership with external organisers. This submission also seeks Council's approval for the designation and utilisation of selected sites within Swakopmund as official venues for hosting events.

2. BACKGROUND

Swakopmund, often celebrated as Namibia's "**Centre of Adventure**", has long been recognised as a vibrant hub for cultural, business, sports, and tourism activities. The town's unique coastal location, combined with well-developed infrastructure, makes it an ideal destination for hosting events of all sizes. This has led to Swakopmund's event landscape's continued growth, attracting visitors and participants from across the country and beyond.

Throughout the year, Swakopmund hosts a diverse array of events, such as the Rössing Uranium Marathon, which draws athletes for marathon and fun walk categories, and the Sphinxblick Open Air and Jazz Festivals, showcasing local and international music talent. Charitable events like the Big Walk for Little Warriors bring the community together for meaningful causes, while business events like the Namibia Institutional Investors Forum highlight Swakopmund's role as a centre for economic development. The town also serves as a launch point for adventure experiences, including the Namibia via Botswana Tour, sandboarding, quad biking, skydiving, and beach activities, reinforcing its reputation as The Centre of Adventure.

In 2024 alone, Council received nearly 60 official applications to host events in Swakopmund with 40 successfully hosted on Council venues which includes the Big Walk for Little Warriors, Rössing Marathon, Africa Cup Triathlon, Outdoor Activity Hub, 6th Skeleton Coast Harley Davidson Rally, Sanlam Coastal Marathon, World Ocean Day, NMC Sports Event, Swakopmund International Trade Expo, Charity Boxing, Telecom Equiano Go Live Launch, Bachmus Coastal Marathon, Nedbank Desert Dash, Swakop Food Festival, FNB Sandman Triathlon, to mention but a few.

Infrastructure development is required to upgrade public spaces to accommodate larger gatherings as this has been a major issue. Recognizing the increasing demand for diverse and well-coordinated event venues, the Economic Development Department has identified strategic sites across Swakopmund with significant potential for hosting festivals, concerts, and community activities. These sites have been carefully assessed for their accessibility, capacity, and sustainability, aligning with the Swakopmund's long-term vision of enhancing tourism, community engagement, and economic growth.

3. DISCUSSION**(a) PROPOSED SITES FOR EVENT HOSTING**

The following sites are proposed for consideration:

A. Municipal parking area (refer to insert A)

- Description: Parking area at the Swakopmund Municipality Head Office
- Capacity: 51 - 2000 persons
- Type of events: Day/Night Markets, Leisure + Lifestyle / Food + Wine, Charity Fundraising events, Cycling/Runs/Walks etc.
- Electricity: Connection must be sourced through Erongo Red
- Ablution: Applicants will be required to provide portable ablution facilities in accordance with events regulations
- Lighting: For all night events applicants must secure floodlights

B. Garden (refer to insert B)

- Description: grass area at the Swakopmund Municipality headquarters
- Capacity: 01 - 1000 persons
- Type of events: Day/Night Markets, Leisure + Lifestyle / Food + Wine, Charity Fundraising events etc.
- Electricity: Connection must be sourced through Erongo RED
- Ablution: Applicants will be required to provide portable ablution facilities in accordance with events regulations
- Lighting: For all night events, applicants must secure floodlights

C. Insert C

- Description: area between the Swakopmund Municipality and Fire Brigade Station
- Capacity: 51 - 2000 persons
- Type of events: Award Ceremonies, Charity Fundraising, Runs/Walks/Cycling, School events etc.
- Electricity: Connection must be sourced through Erongo Red
- Ablution: Applicants will be required to provide portable ablution facilities in accordance with events regulations
- Lighting: For all night events applicants must secure floodlights

D. Insert D

- Description: large open area behind the Swakopmund Municipality
- Capacity: 51 - 2000 persons
- Type of events: Day/Night Market, Community events, Trade shows/Exhibitions, Leisure + lifestyle/Food + Wine, Cultural events, Religious/Church events, School events etc.
- Electricity: Connection must be sourced through Erongo RED
- Ablution: Applicants will be required to provide portable ablution facilities in accordance with events regulations

- *Lighting: For all night events applicants must secure floodlights*

E. Insert E “Adventure Grounds”

- *Description: outskirts of town, on C34 Road, turn off at Rent-A-Drum Swakopmund, behind the Swakopmund Sewage Treatment Plant*
- *Capacity: 5000 – 10 001+ persons*
- *Type of events: Concerts/Music Festivals, Fireworks, Corporate Parties, Weddings/Birthday Parties, Private Functions, large events, etc.*
- *Electricity: For electric supply applicant must make use of generators*
- *Ablution: Applicants will be required to provide portable ablution facilities in accordance with events regulations*
- *Access: Can only be accessed with off-road vehicles*

To ensure the success and responsible use of these sites, Council's event application procedures should be followed. Key areas requiring Council's approval and support include the formal designation of these locations as event-hosting venues, assistance with infrastructure upgrades such as lighting, sanitation, water connections, and parking ensure compliance with environmental, safety, and noise regulations.

(b) COUNCIL HOSTED EVENTS

In order to promote the new sites, the Events Coordination Committee, through the Economic Development Department, aims to introduce a series of Council-hosted events that will cater to residents and visitors alike. These events will be in addition to the regular events hosted annually by Council. These flagship events align with Swakopmund's cultural identity and municipal brand, and should remain under direct coordination by Council's Events Coordination Committee.

These flagship events align with Swakopmund's cultural identity and municipal brand, and should remain under direct coordination by Council's Events Coordination Committee:

- *Swakopmund Street Fair*
- *Matutura Cultural Festival*
- *Mayoral Cup*
- *Light Up Ceremony (Christmas Tree Lighting)*
- *Swakopmund Carols Night (new)*
- *Swakopmund Poetry Night (new – tie-in with local creative arts development)*
- *Choir Competition (new – potential prelude to Interkultur 2026)*

3.2 NON-COUNCIL-HOSTED ANNUAL EVENTS

The following events are hosted by private organizers, corporate sponsors, or public institutions, under license/use agreements with Council. These are scalable, commercially viable, and can attract partnerships or funding:

Existing and Repeatable Events

- *Sanlam Coastal Marathon*
- *FNB Sandman Triathlon*

- Nedbank Desert Dash
- Bachmus Coastal Marathon
- Africa Cup Triathlon
- Big Walk for Little Warriors
- Rossing Marathon
- World Ocean Day Celebrations
- Telecom Equiano Launch-type Events
- Skeleton Coast Harley Davidson Rally
- Swakopmund International Trade Expo (SWAITEX)
- NMC Sports Event
- Charity Boxing Events
- Food & Wine Festival
- Art Fairs & Design Markets

Suggested Additional Outsourced Events

- Swakop Festival (music, food, youth zones - ideal for Site 3)
- Outdoor Activity Hub (sports & family activities)
- Adventure Sports Expo (quads, sandboarding, tourism operators)
- Film & Cinema under the Stars (seasonal night event in Site 2)
- Cultural Dance Showcase Series (community-driven, outsourced to arts groups)
- Local Product & Entrepreneurs Market (partner with business development entities)
- Night Glow Parade / Lantern Walk (seasonal - in partnership with schools or creative orgs)
- Church & Gospel Festival (inter-church councils or faith-based groups)
- Car & Bike Expo (in collaboration with dealerships, clubs - at Site 3)
- Seasonal Vintage/Thrift Fashion Market
- Children's Day / Family Picnic & Play Day (NGO or child-focused partners)
- Wellness & Fitness Weekend (yoga, aerobics, mindfulness - partner with gyms/health orgs)

4. OUTSOURCED EVENTS

In line with Council's focus on optimizing capacity, cost-efficiency, and encouraging public-private partnerships, the Municipality proposes that non-flagship and commercially viable events be outsourced to private entities, NGOs, and public institutions. These stakeholders will assume the responsibility of planning and executing events, with Council providing venue support, facilitation, and compliance oversight.

Outsourced events will include large-scale festivals, music concerts, athletic events, markets, expos, and cultural showcases that align with the broader vision of Swakopmund as a year-round events destination. This approach allows Council to focus on its strategic role in infrastructure support and branding while enabling event growth through specialist partners.

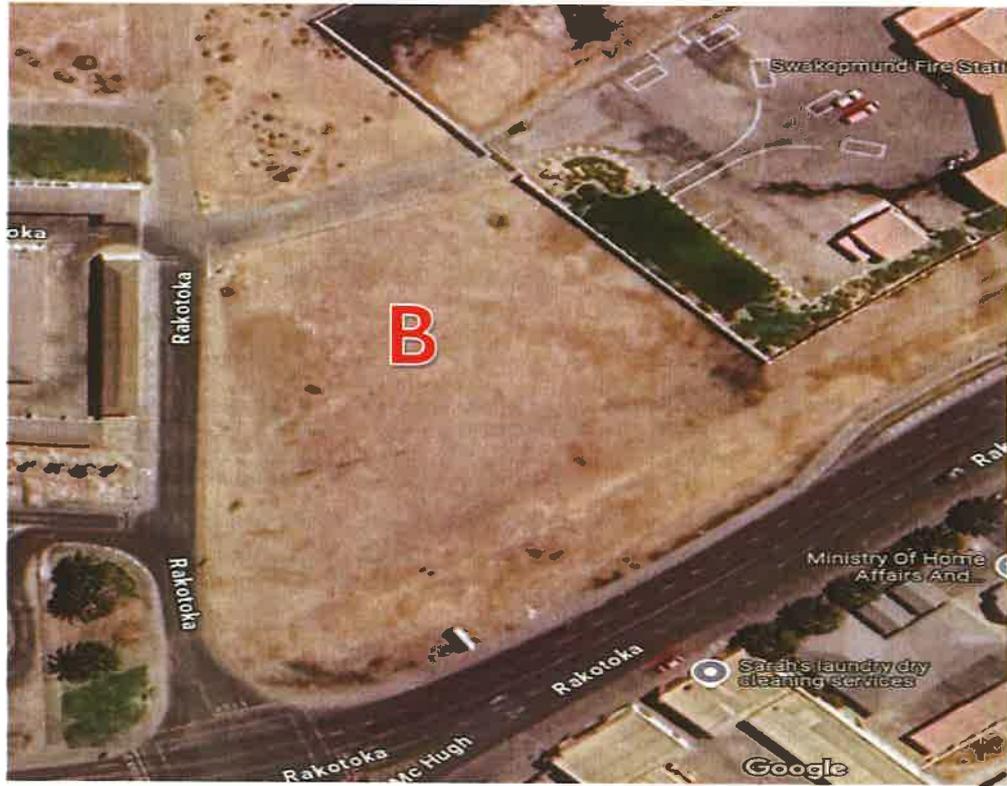
5. CONCLUSION

The strategic utilization of these areas for event hosting will contribute significantly to the social and economic development of Swakopmund. It is recommended that Council approve the proposal and assist in the promotion and utilization of these venues for event hosting. Council's support will be instrumental in ensuring the success of this initiative and solidifying Swakopmund's reputation as *The Centre of Adventure*.

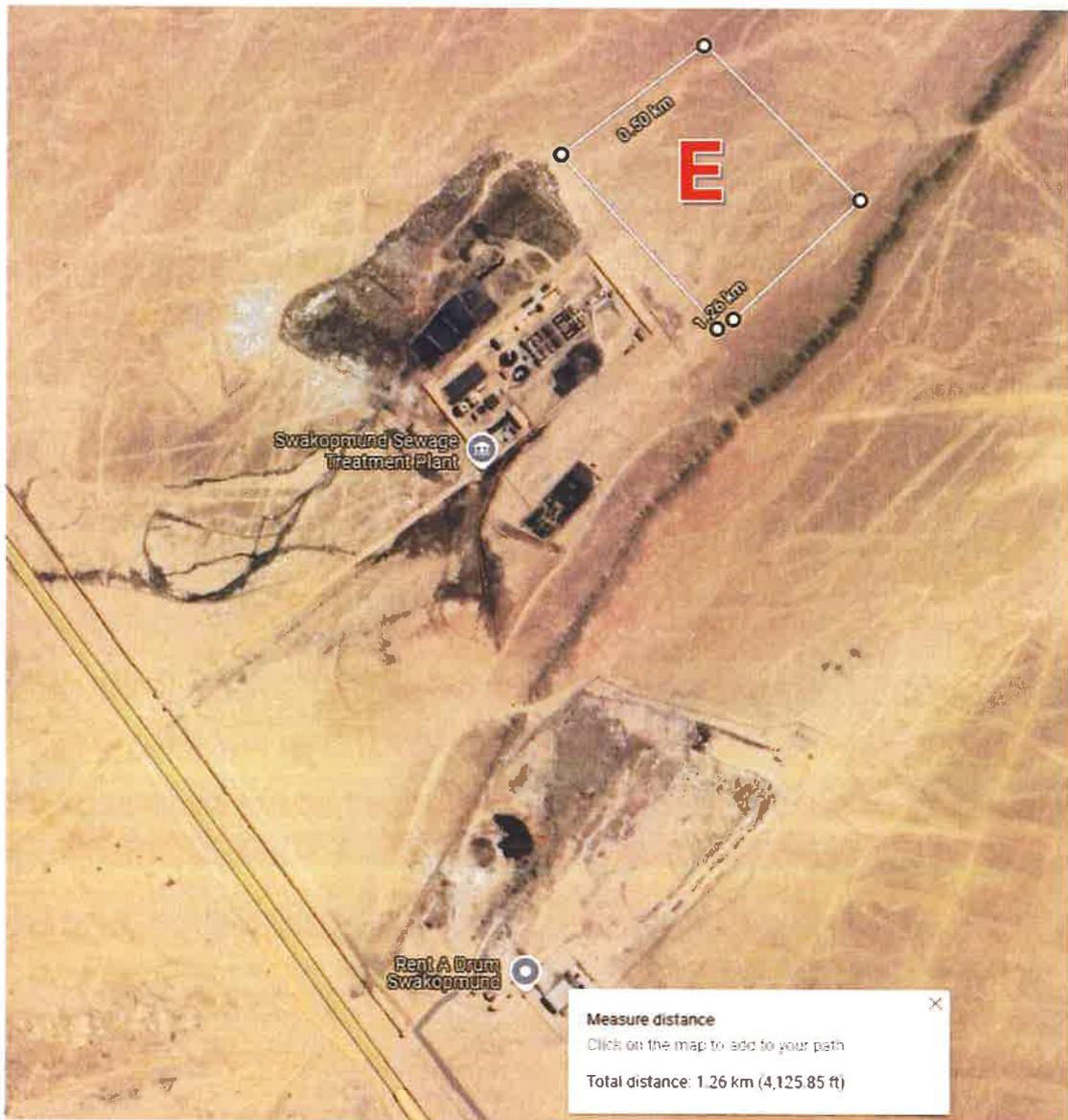
B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the formal designation of sites as referred to insert A-E as official municipal event venues and for the General Manager: Economic Development Services to identify additional sites to cater for the increased number of events in Swakopmund.
- (b) That Council approves the proposed 2025 Council-hosted events, including the introduction of new events such as Swakopmund Poetry Night, Choir Competition, and Carols Night.
- (c) That Council approves the outsourcing of the following listed below:
- *Swakop Festival (music, food, youth zones - ideal for Site 3)*
 - *Outdoor Activity Hub (sports & family activities)*
 - *Adventure Sports Expo (quads, sandboarding, tourism operators)*
 - *Film & Cinema under the Stars (seasonal night event in Site 2)*
 - *Cultural Dance Showcase Series (community-driven, outsourced to arts groups)*
 - *Local Product & Entrepreneurs Market (partner with business development entities)*
 - *Night Glow Parade / Lantern Walk (seasonal - in partnership with schools or creative orgs)*
 - *Church & Gospel Festival (inter-church councils or faith-based groups)*
 - *Car & Bike Expo (in collaboration with dealerships, clubs - at Site 3)*
 - *Seasonal Vintage/Thrift Fashion Market*
 - *Children's Day / Family Picnic & Play Day (NGO or child-focused partners)*
 - *Wellness & Fitness Weekend (yoga, aerobics, mindfulness - partner with gyms/health orgs)*
- (d) That Council approves for the General Manager: Planning and Engineering Services to commence with the phased infrastructure upgrades at designated venues (electricity and water) to support safe and efficient event hosting.
- (e) That Council approves for the General Manager: Economic Development Services, to call for expressions of interest for partnerships and funding to host the events mentioned in (c) above and to develop event sites.
- (f) That Council supports the continued marketing of Swakopmund as a year-round events destination under the "Centre of Adventure" brand.
-







11.1.10

ATTENDANCE OF THE NAMIBIA OIL AND GAS CONFERENCE BY THE MAYOR AND CHIEF EXECUTIVE OFFICER

(C/M 2025/07/31 - 12/5/1, 13/4/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.6** page **37** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The submission seeks Council's approval for the Mayor and Chief Executive Officer to attend Namibia Oil and Gas Conference as from **12-15 August 2025**.

2. BACKGROUND

Namibia is emerging as a significant player in the oil and gas industry, with recent discoveries and ongoing exploration activities positioning the country for major economic transformation. The Namibia Oil and Gas Conference serves as a high-level platform that brings together key stakeholders, including policymakers, investors, industry experts, local authorities, and community representatives, to engage in meaningful dialogue on the future of the sector.

The 2025 edition of the conference aims to foster widespread participation and collaboration in positioning Namibia to benefit from these developments in a sustainable, inclusive, and impactful manner.

3. DISCUSSION

The participation of the Mayor and Chief Executive Officer in this strategic national event is of great importance. Swakopmund, being a key coastal town with proximity to offshore developments and strategic logistical advantages, must remain visible and well-positioned in national and international oil and gas conversations. Attending the conference will allow our leadership to explore how Swakopmund can leverage these developments for the benefit of the local economy.

Therefore, engaging with stakeholders at the conference may unlock new opportunities for public-private partnerships, skills development, employment creation, and infrastructure investment in Swakopmund.

Furthermore, the insights gained through participation can inform policy development, planning, and strategy formulation within Council, especially regarding industrial readiness, investment attraction, and sustainable urban development linked to the energy sector.

The attendance will allow the Mayor and CEO to build valuable networks with key players in the energy and economic sectors, which could lead to strategic collaborations and long-term benefits for the municipality and its residents.

4. FINANCIAL IMPACT

The cost of Council is as follow:

| Item | Lunch Tarif (2x 400,00) | Overnight Allowance (5 days X N\$1000,00) X 2 | Accommodation (5 days X N\$1000,00) X 2 | Transport cost (N\$5.00/km) | Total |
|---|----------------------------------|---|---|-----------------------------------|---------------------|
| Overnight allowance in Windhoek (N\$2000.00) | N\$400.00 | N\$5,000.00 | N\$5,000.00 | | N\$10,400.00 |
| | N\$400.00 | N\$5,000.00 | N\$5,000.00 | N\$3600.00 | N\$10,400.00 |
| Mayor, Chief Executive Officer | | | | | |
| TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS | | | | | N\$24,400.00 |

Below is a summary of the potential financial implications this may have for the Council.

The organisers of the Oil and Gas Conference provided Council with a participation package that included a discounted rate for early bird registrations. As a result, the Municipality of Swakopmund proceeded with the advance payment of the registration fees in order to secure the discounted rate.

This item is therefore submitted to seek condonation for the advance payment made prior to obtaining formal Council approval.

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

- (a) That the Mayor and Chief Executive Officer be permitted to attend the Namibia Oil and Gas Conference from 11 to 16 August 2025.
- (b) That the following estimated expenditure for travelling and subsistence expenses be approved.

| Item | Lunch Tarif (2x 400,00) | Overnight Allowance (5 days X N\$1000,00) X 2 | Accommodation (5 days X N\$1000,00) X 2 | Transport cost (N\$5.00/km) | Total |
|---|----------------------------------|---|---|-----------------------------------|---------------------|
| Overnight allowance in Windhoek (N\$2000.00) | N\$400.00 | N\$5,000.00 | N\$5,000.00 | | N\$10,400.00 |
| | N\$400.00 | N\$5,000.00 | N\$5,000.00 | N\$3600.00 | N\$10,400.00 |
| Mayor, Chief Executive Officer | | | | | |
| TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS | | | | | N\$24,400.00 |

- (c) That the amount of N\$24,400.00 be defrayed from the Publicity Vote: 101015533000 where N\$53,643.89.



NAMIBIA OIL AND GAS CONFERENCE | 12-15 AUGUST 2025
DELEGATE BOOKING FORM – NAMIBIAN HEADQUARTERED COMPANIES

As a premier, all-encompassing event aimed at fostering widespread participation, the Namibia Oil and Gas Conference offers an exceptional platform for participants, sponsors, and exhibitors. This esteemed conference facilitates extensive networking opportunities, enabling valuable connections before, during, and after the event. Attendees can leverage the official conference app to connect with fellow participants, sponsors, and exhibitors, amplifying their engagement and collaboration.

DELEGATE PARTICIPATION OPTIONS

FOUR DAY EXECUTIVE PASS (12-15 AUGUST)

- Access to pre-event executive masterclass, cultural reception and VIP drinks (12 Aug)
- Access to the summit opening ceremony and exhibition inauguration (13 Aug)
- Full access three-day strategic summit (12-14 Aug)
- Two-day technical conference (13-14 Aug)
- Business Matching (12-14 Aug within the exhibition)
- Full access to the exhibition
- Three days of executive summit lunches and coffee breaks (Movenpick)
- All networking functions and receptions
- Full access to the event app, networking function and on-demand content
- Executive Meeting Room access
- Full access to NIPDB's B2B match making day (15 Aug)

TWO DAY TECHNICAL PASS (13-14 AUGUST)

- Access to the summit opening ceremony and exhibition inauguration (13 Aug)
- Two-day technical conference (13-14 Aug)
- Access to the exhibition
- Two days of technical lunches and coffee breaks (13-14 Aug | Mercure Namib Rooms)
- Networking functions and receptions (13-14 Aug)
- Full access to the event app, networking function and on-demand content

EXECUTIVE DELEGATE RATES (PLEASE SELECT NUMBER)

| NO. OF DELEGATE | EARLY RATE (ends 27 Jun 25) | STANDARD RATE (ends 31 Jul 25) | LATE RATE (ends 11 Aug 25) | ONSITE RATE |
|--------------------------------------|--------------------------------|-----------------------------------|-------------------------------|-------------|
| <input type="radio"/> ONE | N\$8,500 | N\$14,000 | N\$15,750 | N\$17,500 |
| <input checked="" type="radio"/> TWO | N\$17,000 | N\$28,000 | N\$31,500 | N\$35,000 |
| <input type="radio"/> THREE | N\$25,500 | N\$42,000 | N\$47,250 | N\$52,500 |
| <input type="radio"/> FOUR | N\$34,000 | N\$56,000 | N\$63,000 | N\$70,000 |

TECHNICAL DELEGATE RATES (PLEASE SELECT NUMBER)

| NO. OF DELEGATES | STANDARD RATE (ends 31 Jul 25) | LATE RATE (ends 11 Aug 25) | ONSITE RATE |
|-----------------------------|-----------------------------------|-------------------------------|-------------|
| <input type="radio"/> ONE | N\$3,500 | N\$4,000 | N\$5,000 |
| <input type="radio"/> TWO | N\$7,000 | N\$8,000 | N\$10,000 |
| <input type="radio"/> THREE | N\$10,500 | N\$12,000 | N\$15,000 |
| <input type="radio"/> FOUR | N\$14,000 | N\$16,000 | N\$20,000 |

Please contact us to discuss bookings of more than four delegate places

WHICH INDUSTRY IS YOUR ORGANISATION MOST INTERESTED IN?

- OIL AND GAS
 POWER, UTILITIES AND RENEWABLES
 GAS AND LNG
 HYDROGEN

WHICH ACTIVITY BEST DESCRIBES YOUR BUSINESS?

- EPCM
 FINANCE/INVESTOR
 GOVT/PUBLIC SECTOR
 IOC, NOC, OIL AND GAS COMPANY
 NGO OR ASSOCIATION
 PROFESSIONAL SERVICES
 SUPPLY CHAIN
 TECHNOLOGY PROVIDER
 UTILITY, IPP OR DEVELOPER
 PRESS OR MEDIA

EXECUTIVE DELEGATE DETAILS (PLEASE COMPLETE)

| DELEGATE ONE | DELEGATE TWO |
|---|--------------------------------------|
| FIRST NAME: ALFEUS | FIRST NAME: BLASIUS |
| LAST NAME: BENJAMIN | LAST NAME: GORASEB |
| JOB TITLE: CHIEF EXECUTIVE OFFICER | JOB TITLE: MAYOR |
| EMAIL: ABENJAMIN@SWKMUN.COM.NA | EMAIL: BGORASEB@SWKMUN.COM.NA |
| TELEPHONE: 0817063844 | TELEPHONE: 0811405339 |
| DELEGATE THREE | DELEGATE FOUR |
| FIRST NAME: | FIRST NAME: |
| LAST NAME: | LAST NAME: |
| JOB TITLE: | JOB TITLE: |
| EMAIL: | EMAIL: |
| TELEPHONE: | TELEPHONE: |

TECHNICAL DELEGATE DETAILS (PLEASE COMPLETE)

| DELEGATE ONE | DELEGATE TWO |
|----------------|---------------|
| FIRST NAME: | FIRST NAME: |
| LAST NAME: | LAST NAME: |
| JOB TITLE: | JOB TITLE: |
| EMAIL: | EMAIL: |
| TELEPHONE: | TELEPHONE: |
| DELEGATE THREE | DELEGATE FOUR |
| FIRST NAME: | FIRST NAME: |
| LAST NAME: | LAST NAME: |
| JOB TITLE: | JOB TITLE: |
| EMAIL: | EMAIL: |
| TELEPHONE: | TELEPHONE: |

Full payment must be made before the event takes place. Once you have completed and returned this form you will be sent an invoice to be paid by bank transfer.

Websites and Links

The conference and associated organisers' GEP websites may link to other websites and networking tools provided for the convenience of the users. The contents of these websites are maintained by their owners, for which the organiser takes no responsibility. Neither can responsibility be taken for contents of any website linking to this website.

Insurance

It is the responsibility of the delegate to arrange appropriate insurance cover in connection with their attendance at the conference. The organisers cannot be held liable for any loss, liability or damage to personal property.

Speaker Terms & Conditions

The organisers may use the speaker's name and presentation materials for promoting delegate attendance at the conference.

The organisers may audio and/or video tape the speaker's session and the recording may be reproduced and sold as part of the overall conference materials. This allows delegates to purchase audio/video copies of presentations that they may have been unable to attend.

The organisers may reproduce copies of the speaker's presentation (eg. PowerPoint slides or supporting handouts) on paper and/or electronically and these may be sold as part of the overall hand-out materials during the conference and after the event.

Speakers who do not wish to give permission for the above terms and conditions, please email: rtbper@gep-events.com before the commencement of the conference.

If you have any questions about these Terms & Conditions, please contact: Rob Percival, Director, Global Event Partners rtbper@gep-events.com + 44 7815 750344

TOTAL INVESTMENT US\$

| ORGANISATION DETAILS (FOR INVOICE) | AUTHORISATION |
|--|--|
| COMPANY NAME: MUNICIPALITY OF SWAKOPMUND | FULL NAME: ALFRED BEURDORF |
| COUNTRY: NAMIBIA | JOB TITLE: CHIEF EXECUTIVE OFFICER |
| ADDRESS: P O BOX 53 SWAKOPMUND | DATE: 29/6/25 |
| EMAIL: SWKMUN@SWKMUN.COM.NA | SIGNATURE:  |
| TEL: 064 410 4100 | |

Terms & Conditions for Delegates at Conferences

Payments

All bookings made prior to the conference must be paid in full to guarantee registration. Once payment has been received, an email confirmation and a receipted invoice will be sent. If payment is not made at the time of booking, registration will be provisional. Bookings received less than two weeks before the conference date can only be paid by credit card.

Substitutions and Cancellations

Delegates may nominate an alternative person from their organisation to attend up to 24 hours prior to the start of the event, at no extra charge. Should substitution not be possible, cancellation charges apply as follows:

- * 25% of fees will be retained if the cancellation is made in writing 5 weeks prior to the event
- * 100% of fees will be retained if the cancellation is made less than 5 weeks prior to the event
- * All substitutions and cancellations must be received in writing

Access Requirements

Delegates should advise of any special access requirements at the time of registration.

Registration information will be sent to registered delegates by email at least seven days prior to the event. Any delegate not receiving the registration information should contact us by email to rtbper@gep-events.com

Alterations to Programme - Cancellation/Postponement of Event

The organisers reserve the right to make alterations to the conference programme, venue and timings.

In the unlikely event of the programme being cancelled by the organisers, a full refund will be made. Liability will be limited to the amount of the fee paid by the delegate.

In the event of it being found necessary, for whatever reason, that the conference is being postponed or the dates being changed, the organisers shall not be liable for any expenditure, damage or loss incurred by the delegate.

If by re-arrangement or postponement the event can take place, the booking between the delegate and the organisers shall remain in force and will be subject to the cancellation schedule in paragraph.

Speakers

Views expressed by speakers are their own. The organisers cannot accept liability for advice given, or views expressed, by any speaker at the conference or in any material provided to delegates.

Photography and Filming

For promotional purposes, there may be a professional photographer and video production taking place during the conference. Delegates who do not wish to be filmed or recorded should advise the organisers by email: rtbper@gep-events.com prior to the event.

Data Protection

By submitting registration details, delegates agree to allow the organisers and companies associated with the conference to contact them regarding their services. Delegates who do not wish to receive such communications please email: rtbper@gep-events.com. The contact details of registered delegates will be placed on the attendee list which will be passed to sponsoring companies and to all attendees for them to see who is at the conference for the purpose of networking and meetings. Delegates who do not wish to be included on this list should advise at the time of booking.

11.1.11 **ENDORSEMENT OF ALLOTMENT OF URBAN AGRICULTURE PLOT USER POLICY AND ALLOCATION CRITERIA**
(C/M 2025/07/31 - 18/5/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.7** page **43** refers.

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

1. Purpose

The purpose of this submission is to request Council approval for the policy governing the allotment plots and the allocation criteria as well as the establishment of a steering committee.

2. Background

Urban agriculture is increasingly gaining global recognition as a vital component of sustainable urban development, and this growing trend directly supports the provision of allotment plots in cities like Swakopmund. With over 800 million people globally engaged in urban farming, allotment plots offer a structured and equitable way to promote food production within city boundaries.

The global movement toward urban agriculture has shown that when municipalities provide land, clear policies, and technical support, communities respond with innovation, commitment, and resilience. By establishing user guidelines and fair allocation criteria for allotment plots, Swakopmund aligns itself with international best practices, ensuring that urban agriculture not only thrives but contributes to broader goals such as food security, climate adaptation, and social cohesion. Allotment provisions initiative seeks to enhance urban agriculture, promote household food security, and foster community engagement in sustainable land use practices. To ensure a structured, transparent, and accountable implementation process, it is essential to adopt clear eligibility criteria and establish strong institutional arrangements.

As part of this process, the formation of an internal Steering Committee is recommended.

This committee will be tasked with overseeing the management, coordination, and monitoring of the allotment program. It will also ensure interdepartmental collaboration, guide policy implementation, and help resolve challenges that may arise during allocation and usage.

At a Council meeting held on **23 February 2023**, it was resolved under item 11.1.23:

- (a) *That the Remainder of Portion of Portion B of the Swakopmund Town and Townlands Number 41, around the New Sewerage Treatment Plant, be demarcated into Demarcated Area 1 measuring 224.5500 Ha in extent, consisting of 90 allotments, mainly for agricultural purposes, as per demarcation Plan Number: DEM/AREA1/TT.*
- (b) *That Council avails N\$3 800 000.00 to be used for the upgrading of the existing water supply pipeline, demarcation of the first 20 allotment plots, installation of water and purified effluent network to*

the first 20 allotment plots and the construction of the sanitation centre.

- (c) That the General Manager: Engineering and Planning Services make the necessary budgetary provisions for the extension of the water network, the extension of the purified effluent network and demarcation of the remaining allotment plots in the Demarcated Area 1 as and when the need arises.*
- (d) That the Acting General Manager: Corporate Services and Human Capital determine a suitable lease tariff and lease agreement to be applied to the lease of the allotment plots in Demarcated Area 1.*
- (e) That Council approves the allocation of allotment plots to the applicants who have submitted applications for an allotment plot.*
- (f) That permission be granted to the Acting General Manager: Corporate Services and Human Capital to advertise and allocate the allotment plots to the applicants who meet the established criteria.*
- (g) That the General Manager: Health Services and Solid Waste Management develop a criteria for the application to lease the allotment plots in Demarcated Area 1 and for the usage of the purified effluent water for agriculture purposes.*

3. Current Status

The broader Swakopmund community has demonstrated significant interest in urban agriculture, as evidenced by numerous expressions of interest submitted to Council requesting access to land for small-scale agricultural use. This highlights a continued and pressing need for the provision of allotment plots within Swakopmund. As part of Phase 1, the municipality successfully completed the provision of essential services for 20 allotment plots. This included the demarcation of the plots and the extension of the water network at the site near the new sewerage treatment plant.

4. Future Plans

4.1 Allotment User Policy and Allocation Criteria

For the allotment plots programme to be successfully implemented and sustained, it is essential that Council remains committed to a clear allocation framework and strong interdepartmental cooperation. The immediate priority is to allocate the 20 serviced allotment plots—already prepared with water connections and demarcation—to eligible applicants. To guide this process and ensure consistency, the adoption of an Allotment User Policy and Allocation Criteria is critical. This policy framework aims to promote fair access by providing transparent and equitable guidelines for residents seeking to engage in urban agriculture. It also supports food security by offering structured opportunities for community members to grow their own produce. Furthermore, it ensures a transparent and just allocation process, reducing the risk of favouritism through the use of pre-defined selection criteria such as residency, income level, and commitment to urban gardening. Ultimately, this approach aligns with the Swakopmund Municipality's five-year strategic plan (2022-2026), which prioritizes urban agriculture as a key driver of economic development, environmental sustainability, and community empowerment.

4.2 Allotment Plots - Internal Steering Committee

The successful implementation and long-term sustainability of the allotment plots programme will depend on the Municipality's continued commitment to clear allocation procedures and effective policy enforcement. A key next step is the allocation of the 20 fully serviced allotment plots to qualified applicants based on fair and transparent criteria. To support this process, a Steering Committee will play a central role in guiding and monitoring the programme. This committee will be responsible for ensuring policy compliance, supervision of plot allocations, resolving emerging issues, and advising on future phases of expansion. It will also promote accountability and communication among stakeholders. It is proposed that the Steering Committee be composed of representatives from the following municipal departments and sections:

- (a) **Health Services Section** - To drive and oversee the overall implementation of the allotment plots, means to take primary responsibility for leading, coordinating, and managing all aspects of the allotment programme.
- (b) **Environmental Management Services** - to ensure alignment with environmental sustainability goals and the EMP.
- (c) **Housing and Properties Section** - to manage land tenure, lease agreements, and property administration.
- (d) **Economic Development Section** - to align the programme with broader economic empowerment initiatives, including support for emerging entrepreneurs and small-scale agri-businesses.

Together, these departments will ensure a well-coordinated, transparent, and inclusive approach to managing the allotment plots. Going forward, the Municipality should also consider expanding the number of plots based on demand and reviewing policies regularly to accommodate evolving community needs and strategic development goals.

5. Conclusion

In conclusion, there is strong and growing interest from local backyard gardeners and residents in participating in urban agriculture, reflecting a community-wide demand for access to land for small-scale food production. This demand not only supports improved food security and environmental stewardship but also offers an opportunity for the Municipality to generate additional revenue through monthly leasing of allotment plots. The successful servicing of the first 20 plots demonstrates the Municipality's commitment and readiness to advance this initiative.

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

RECOMMENDED:

- (a) That Council approves the Allotment User Policy to promote sustainable land use and the allocation criteria for fair and transparent distribution of plots.
 - (b) That Council endorses the establishment of an internal steering committee to oversee the implementation and monitoring of the allotment program.
 - (c) That the internal Steering Committee comprises of the officials from the following departments:
 - (i) *Health Services and Solid Waste Management Department*
 - (ii) *Engineering and Planning Services (Environmental Management and Water and Sewerage)*
 - (iii) *Corporate Services and Human Capital (Housing and Properties)*
 - (iv) *Economic Development (Investment and Tourism)*
 - (d) That the General Manager: Corporate Services and Human Capital develop a comprehensive lease agreement for the allotment plots, in accordance with the approved council property policy and the allotment allocation criteria.
 - (e) That the General Manager: Corporate Services and Human Capital, selects the eligible 20 allotment plot applicants and submits to Council for approval before signing.
 - (f) That the General Manager: Corporate Services and Human Capital submits an updated list of expressions of interest for Council's endorsement, for the purpose of creating a waiting list and requesting exemption from advertising the allotment plots.
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11.1.12 **EXEMPTION FROM PAYMENT OF ASSESSMENT RATES**
(C/M 2025/07/31 - 3/4/1/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **8.8**
page **47** refers.

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

1. **Introduction**

- 1.1 Provision is made in Section 75 of the Local Authorities Act, Act 23 of 1992 (herein after "the Act), as amended, that Council, subject to certain conditions, may exempt certain organisations or institutions from the payment of assessment rates.

The definition of "rateable property" and Section 75 are **attached** as **Annexure "A"**

- 1.2 According to the stipulations of subsection (3) of the Act), a local authority *shall not grant* any exemption under subsection (1), *unless* the application referred to in that subsection has been lodged to, or actually received by it on or before **31 May** in the year immediately preceding the financial year to which the application relates.

2. **Proposed Amendments to the Local Authorities Act, Act 23 of 1992 as amended**

As previously stated Council on **31 March 2010** under item 11.1.18 resolved to propose the following amendment to the Local Authorities Act, Act 23 of 1992, as amended, to the Minister of Regional and Local Government, Housing and Rural Development:

That the proposed amendments be submitted to the Permanent Secretary of the Ministry of Regional and Local Government, Housing and Rural Development for consideration, subject to following corrections:

(i) ...

(ii) ...

(iii) Section 75 be amended as: That only those rectories which are registered in the name of the church / mission be exempted.

Should the above proposed amendment be approved, pastors / reverends / priests / preachers will no longer be able to claim exemption for private residences as manses / parsonages / rectories. To date no reply was received from the said Ministry. The said amendment was not included in the amended act (25 April 2018).

3. **Applications Received**

A notice was published in the **Namib Times** and **The Namibian** newspaper respectively as prescribed in the Local Authorities Act 23 of 1992 with closing Monday, 02 June 2025..

The relevant application form was also posted to those organisations or institutions that previously applied for exemption from the payment of assessment rates.

The applications listed under the recommendation were received in terms of Section 75 (3) of the Local Authorities Act 23 of 1992 (as amended), for the exemption from payment of Assessment Rates for 2025/2026.

The forms received will be available at the Management Committee Meeting for scrutiny.

Late applications were received on **09 June 2025** by Missionary Benedictine Sister for Erven 5064 and 5063. In terms of section 75 of the Local Authorities Act, Act 23 of 1992 no late applications may be considered:

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

RECOMMENDED:

- (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:

| Erf Number | Organisation / Body | Purpose for which the Erf is Used |
|-------------------------------------|---|--|
| Erven 4264 & 1729, Swk | Swakopmund Baptist Church | Place of Worship + manse |
| Erven 1772 & 1774, Swk | Private School Swakopmund | Educational |
| Erf 8159 S & 9104 Swk, | DRC School Project and Community/ Tangeni Shilongo, Namibia | Educational |
| Erf 3495 | Tangeni Shilongo Namibia | Hostel and Volunteers' Accommodation |
| Erf 9821 | Werner Erkers | Educational |
| Erven 4235, 4236 & 4237 and Ext 21 | Pro-Ed Akademie Parents Association | Educational |
| Erf 1613,10028 | Scientific Society Swakopmund Kirche | Scientific Development & Educational |
| Erf 183, Swk | Evangelical Luth | Church |
| 4371, Mon | Evangelical Bible Church | Church |
| 4372, Mon | Evangelical Lutheran Church | Church |
| Erf 1759, Swk | Evangelical Stadtmission Swakopmund | church |
| Erven 5088, | A F M of Namibia | Place of Worship |
| Erf 449, Mon | Owato Parish Elcin | Place of Worship |
| Erf 4650 | Stepping Stone Trust | Educational |
| Erf 8680, Swk | A G S Filadelfia Swakopmund | Place of Worship |
| Erf 782, Tam | Jehovah's Witnesses | Place of Worship |
| Erf 3534 & 4234, Swk | Deutsche Pfadfinder | Youth Organisation |
| Erven 236 & 612 , Tam | Full Gospel Church of God | Place of Worship |
| Erven 723, 724, 725, 726 & 728, Swk | Deutscher Schulverein Swk | Hostel, Kindergarden + School |
| Erf 763, Swk | New Apostolic Church | Place of Worship |
| Erf 4324, Mon | Happy Du Children Charity Organisation | Welfare Purposes |
| Erf 63, Mon | Mondesa Youth Opportunities Trust | Educational |
| Erven 195 & 196 A, & 5065, Swk | The Mission Benedictine Sisters | Sisters Living Quarters |
| Erven 305, 588, 800 & 801 Swk | United Reformed Church | Place of Worship |

| | | |
|-----------------------|--|---------------------------------------|
| Erf 2709, Swk | Vineta Seventh-day Adventist Church | Place of Worship |
| Erf 5158, Swk | Nederduitsh Hervormdkerk van Afrika | Place of Worship |
| Erf 951, Swk | Johanniter Hilfswerk Swakopmund | Registered Nurse and Related Services |
| Erf 4347 M, 1544, M | Swakopmund COSDEC | Institutional Training Centre |
| Erf 4828, Swk | Swakopmund COSDEC | Institutional Training Centre |
| Erf 50 and 4656, Swk | Ned Geref Kerk Swakopmund | Place of worship |
| Erf 1514, Swk | Swakopmund Christian Academy | Educational |
| Erf 5229, Swk | Promiseland Trust | Educational & Hostel |
| Erf 1239 Tamariskia | Namibia Training Foundation | Educational |
| Erf 4377, Mon | SDA Church, Vineta, Swakopmund central | Place of worship |
| Erf 4369, Mon | Morewag Church of Namibia | Place of worship |
| Erf 5845, Swk | Believer Fellowship Church | Place of worship |
| Erf 949, 24, 284, Swk | Roman Catholic Church | Place of worship |
| Erf 3572, Swk | Reiterverein Swakopmund | Place of worship |
| Erf 783, 622, Tam | Rhenish Church in Namibia | Place of worship |
| Erf 4368, Mon | Ebenezer Christian Church | Place of Worship |
| Erf 5824, Swk | Shofar Christian Swakopmund | Place of Worship |
| Erf 986, Mon | Shalom Pentecostal church of Namibia | Place of Worship |
| Erf 5371, Swk | Christian Revival Church | Place of Worship |
| Erf 602, Mon | Evangelical Bible church | Place of Worship |
| Erf 910, Mon | Pentecostal Assemblies of God | Place of worship |
| Erf 681, 2108, Swk | The Old Apostolic Church | Place of worship |
| Erf 1759, Swk | Evangelische Stadtmission | Place of Worship |
| Erf 2649, Swk | The Methodist Church of SA | Place of Worship |
| Erf 1385, Swk | Moria Congregations of Africa | Place of worship |
| Erf 598, Swk | Swakopmund Congregational | Place of worship |

- (b) That the exemption of payment of assessment rates be credited with effect 1 July 20245 0where applicable.

Definitions

"rateable property" means any immovable property situated within a local authority area, except any-

- (a) land of which the ownership and control vests in the Government of Namibia or a regional council and on which no buildings have been constructed or other improvements have been effected;
- (b) fixed improvement, other than a dwelling, of which the ownership vests in the Government of Namibia or a regional council and which is used or occupied for public purposes, including the land on which any such fixed improvement is actually constructed and any other land actually occupied for purposes of such fixed improvement;
- (c) Immovable property used exclusively as-
 - (i) a place of worship registered with a local authority on conditions prescribed by the Minister;
 - (ii) a school or hostel other than a school or hostel which has been established and is maintained and managed by any person for profit or gain whether directly or indirectly;
 - (iii) a library or museum which has been established and is maintained and managed by the State; or
 - (iv) a hospital, an institution as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973), an institution for the care of juveniles or similar institution aided by the State or any charitable institution.
- (d) any immovable property of which the ownership vests in a local authority council; or
- (e) any immovable property which has been, exempted from the payment of rates in terms of section 75 or any other law;" and

Definition substituted by Act 3/2018 s1 (e)

Exemption from rates levied on rateable property

75. (1) A local authority council may, upon an application made to it in respect of any financial year in such form as may be determined by the Minister, exempt in respect of such financial year from any rates levied under section 73 -
- (a) any land or building or any part of such land or building used exclusively for purposes of the principal activities of -
 - (i) any church, mission, hospital, school or hostel other than a church, mission, hospital, school or hostel which has been established and is maintained and managed by any person for profit or gain, whether directly or indirectly;
 - (ii) any amateur sporting organization;
 - (iii) any State-aided institution or institution aided by any charitable institution;

or any portion of such land or building, or any land set aside for any such purposes;
 - (b) any land or building -

- (i) used wholly and exclusively for the residence of any priest or minister employed on a full-time basis by any church or mission referred to in paragraph (a)(i);
 - (ii) used for the boarding and lodging of persons employed on a full-time basis on the medical, nursing and maintenance staff of any hospital referred to in the said paragraph;
 - (iii) used for the boarding and lodging of any pupils of, or persons employed on a full-time basis as teachers or other members of the staff by, any school or hostel referred to in the said paragraph;
- (c) any land or building -
- (i) of which ownership vests in, or is occupied by any non-political youth organization -
 - (aa) which has as its aim the education of the youth or any particular group of youth and to develop amongst such youth the qualities of citizenship; and
 - (bb) which has, upon an application made by the local authority council in question, been approved by the Minister for purposes of this paragraph; and;
 - (ii) which is used by such organization exclusively for purposes of its aim or let for an amount not exceeding an amount necessary to maintain such immovable property or to raise funds in order to achieve such aims.
- (2) The provisions of subsection (1) shall not apply in relation to any land or building used by an amateur sporting organization on which any trade is carried on for gain.

subsection (2) subsection By Act 24 of 2000

- (3) A local authority council shall not grant any exemption under subsection (1), unless the application referred to in that subsection has been lodged to, or actually received by, it on or before 31 May in the year immediately preceding the financial year to which the application relates.

11.1.13 **COUNCIL RESOLUTIONS: JULY TO NOVEMBER 2024**
(C/M 2025/07/31 - 5/2/1/1)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.2**
page **14** refers.

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

During the period under review, the Council held **5** meetings and took **214** resolutions for implementation by the Management:

| DATE | RESOLUTIONS TAKEN |
|-------------------|--------------------------|
| 08 August 2024 | 26 |
| 03 September 2024 | 34 |
| 08 October 2024 | 47 |
| 14 November 2024 | 57 |
| 28 November 2024 | 50 |
| TOTAL | 214 |

The resolutions are attached for ease of reference.

Council on **14 November 2024**, under item 11.1.15, resolved as follows:

- (a) That Council takes note of the resolutions taken from January to June 2024.
- (b) That Council establishes a monitoring and evaluation function for the implementation of its decisions under the Corporate Services Division as required by NAMCODE.

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

RECOMMENDED:

That the Council takes note of the resolutions taken from July to November 2024.

11.1.14 **APPROVAL OF FUNDS FOR VARIOUS CONTINUATION PROJECTS**
(C/M 2025/07/31 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.3**
page **16** refers.

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

1. PURPOSE OF SUBMISSION

The purpose of this submission is to formally request the Management Committee's approval for funding allocations for a number of ongoing and planned infrastructure projects that were unfortunately not included in the approved 2025/2026 budget. These projects are currently in advanced procurement stages or are already under implementation and are considered critical to municipal service delivery and infrastructure development in Swakopmund.

2. BACKGROUND

During the compilation of the 2025/2026 capital and operational budgets, it has come to our attention that several key projects - which had reached the bidding stage in the 2024/2025 financial year - were not carried forward or reflected in the current budget.

These projects are of strategic importance, as they contribute significantly to the safe mobility of residents, improvement of road infrastructure, mitigation of stormwater flooding, urban traffic planning and the housing and protection of Municipal Fleet (Emergency Response section).

The omission of these projects from the current financial year's budget risks disrupting procurement processes already in motion and may lead to delays, cost escalations, or cancellation of awarded contracts, with potential legal and reputational implications for Council.

The various projects are at various stages of implementation, with several currently in the bidding stage under the 7-day standstill period, which means a selection of award has been made and is awaiting the objection period to pass. Where other projects are currently in the implementation phase, either actual construction or supervision. It is calculated that the total amount of these projects amounts to N\$29 353 054.93 (VAT included)

SUMMARY OF PROJECTS REQUIRING FUNDING

| Project Name | Amount Required (N\$) | Procurement Reference No. | Status | Previous Vote | Vote Description |
|--|-----------------------|---------------------------|-----------------------------|---------------|--------------------------------------|
| Resealing of Roads and Ancillary Works Phase 1 | 23,000,000.00 | W/ONB/SM-001/2025 | Bidding Stage (not awarded) | 650031026300 | Upgrading and Maintenance of Roads |
| Consultancy - Traffic Study in Swakopmund CBD | 1,700,000.00 | CS/RP/SM-004/2025 | Bidding Stage (not awarded) | 650031015100 | Planning and Design of Various Roads |
| Consultancy - Traffic Impact Study Erf 5360 | 195,000.00 | CS/RP/SM-005/2025 | Bidding Stage (not awarded) | 650031015100 | Planning and Design of Various Roads |
| Consultancy - Design & Supervision: Stormwater Vineta & Ocean View | 1,600,000.00 | CS/RP/SM-006/2025 | Bidding Stage (not awarded) | 650031004200 | Upgrading of Stormwater Systems |
| Construction - Speed Calming Measures: | 600,000.00 | W/RFC/SM-006/2025 | Bidding Stage (awarded) | 650031015100 | Planning and Design of Various Roads |

| | | | | | |
|---|--------------|-------------------|---------------------------------|--------------|--------------------------------------|
| Waterberg & Grootfontein St. | | | | | |
| Supply & Delivery - Interlocks & Kerbs for Waterberg/Grootfontein | 300,000.00 | G/RFO/SM-013/2025 | Bidding Stage (awarded) | 650031015100 | Planning and Design of Various Roads |
| Extension to Main Fire Brigade Station | 1 958 054.93 | W/ONB/SM-001/2024 | Completion date 09 October 2025 | 350031018200 | Additional Garages for Fire Trucks |

3. JUSTIFICATION

These projects were carried over from the previous financial year's planning and have reached various stages in the procurement pipeline, most at bidding stage awaiting adjudication. It is crucial to continue without interruption in order to:

- **Preserve continuity** and avoid restarting procurement processes.
- **Prevent cost escalations** due to market fluctuations or re-bidding.
- **Avoid reputational damage** with service providers who have already engaged in the bidding process.
- **Support urban mobility and safety**, particularly in critical locations like CBD, Mondesa, and Vineta.
- **Comply with urban development planning**, road maintenance policies, and stormwater mitigation measures previously endorsed by Council.

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

RECOMMENDED:

- (a) That Council approves the allocation of **N\$27,395,000.00** from existing votes as reflected below, to fund the continuation of the identified projects.
- **65-00-310-263-00 (Upgrading and Maintenance of Roads)**
 - **65-00-310-151-00 (Planning and Design of Various Roads)**
 - **65-00-310-042-00 (Upgrading of Stormwater Systems)**
- (b) That Council instruct the **General Manager: Finance**, to provide and allocate the funds where necessary to ensure the smooth continuation of the procurement process and implementation.
-

11.1.15 **ATTENDANCE OF COUNCILLORS AT TRADE FAIRS, FUNCTIONS, EXHIBITIONS, AND GALA DINNER**
(C/M 2025/07/31 - 12/1/1, 13/4/2)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.4**
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 events such as festivals, fairs, shows, exhibitions and gala dinners that are hosted around the country. 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 nominates five (5) towns located in three (3) different regions annually for participation in their respective 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 refers back the adoption of the guidelines for attendance of Councillors at trade fairs, functions, shows, exhibitions and gala dinners.
- (b) That Council approves the attendance of the following councillors at the Annual Ongwediva Trade Fair for three (3) days, including attendance of the official opening ceremony:
- Councillor S M Kautondokwa
 - Councillor E Shitana
 - Councillor H H Nghidipaya
 - Councillor D Am- !Gabeb
 - Councillor D Namubes
 - Councillor P Shimhanda .
-

11.1.16 **URBAN AGRICULTURE CAPACITY BUILDING WORKSHOP**
(C/M 2025/07/31 - 17/5/3)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.5**
page **05** refers.

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

1. Purpose

The purpose of this submission is to seek endorsement and funding for the Urban Agriculture Capacity Building Workshop scheduled for 15-16 August 2025.

2. Background

Urban agriculture has emerged as a vital solution to address food security, improve livelihoods, and enhance environmental sustainability in urban and peri-urban settings. With increasing urbanization and the growing pressures of climate change, communities are turning to urban agriculture to supplement household food needs, generate income, and foster healthier environments.

In line with national development goals and the Council's commitment to sustainable urban food systems, the council is organizing an Urban Agriculture Capacity Building Workshop aimed at empowering community members and key stakeholders with the knowledge and skills necessary to promote and address urban agriculture challenges effectively.

3. Objectives:

- To build the capacity of local farmers on sustainable urban agriculture practices.
- To raise awareness on the importance of urban agriculture for food security and income generation.
- To showcase innovative urban agriculture initiatives and technologies.
- To foster networking and collaboration among government, private sector, and community stakeholders.

4. Workshop Details:

Event: Urban Agriculture Capacity Building Workshop

Dates: 15-16 August 2025

Venue: Multipurpose Hall

Participants: Approximately 100 attendees, including extension workers, urban farmers, local entrepreneurs, and invited guests from the government ministry, including the Ministry of Agriculture, Water, Fisheries and Land Reform

Program:

Day 1 (15 August 2025): Official Workshop and Capacity Building Sessions

Day 2 (16 August 2025): Urban Agriculture Exhibition (Public Day)

The event on 15 August 2025 will be livestreamed on social media platforms to reach a broader audience.

5. Financial Assistance

We kindly request financial support for livestreaming (N\$1,200.00), refreshments for participants (N\$21,280.00), and DAPEES office extension officer S&T (N\$2,870.00).

The Ministry of Agriculture, Water, Fisheries and Land Reform, through the Directorate of Agricultural Production, Extension and Engineering Services (**DAPEES**) office in Omaruru, has confirmed their willingness to attend and present at the upcoming Workshop, scheduled for 15-16 August 2025 at the Multipurpose Hall.

The DAPEES office has kindly offered to provide transport and to send two officials who will present on the support and incentive systems available to local farmers in the region. However, there is a need for financial assistance to cover Subsistence and Travel (S&T) for the two officials for one night.

The government S&T rate applicable is N\$1,435.00 per person, which will cover accommodation and daily meals, totalling N\$2,870.00 for both officials.

Therefore, we are requesting the council to provide S&T of N\$2,870.00 to enable the participation of these key officials in the workshop.

6. Workshop Proposed Budget

| Activities | Cost |
|--|---------------------|
| 1. DAPEES office extension officer S&T (one night) | N\$2 870.00 |
| 2. Livestreaming (one day) | N\$1 200.00 |
| 3. Refreshments (Tea breaks x2 and lunch) | N\$21 280.00 |
| Total | N\$26 950.00 |

7. Conclusions

In conclusion, the Urban Agriculture Capacity Building Workshop presents a valuable opportunity to empower our communities, promote food security, and support sustainable urban development. We respectfully seek the Council's endorsement and financial support to ensure the successful delivery of this important event. Together, we can make a lasting impact on the livelihoods and wellbeing of our residents. **Attached** is the draft programme outline.

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

RECOMMENDED:

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

**URBAN AGRICULTURE
CAPACITY BUILDING WORKSHOP
THEME: URBAN AGRICULTURE IN THE MIST OF CLIMATE CHANGE**

OFFICIAL PROGRAMME

15-16 August 2025

Multi-Purpose Centre

Director of Ceremonies: Mrs Linda Mupupa

| PART A | |
|-------------------------------|---|
| 08h00- 08h20 | ARRIVAL & REGISTRATION |
| 08h30-08h45 | Welcome Remarks: Speaker His Workship, Cllr Blasius Goraseb Swakopmund Municipality |
| 08h45- 09h00 | Welcoming the Minister: Hon. Neville Andre Itope Governor of the Governor Speech: |
| | Keynote address: Minister Speaker: Mrs Inge Zaamwani-Kamwi Ministry of Agriculture, Fisheries, Water and Land Reform. |
| PART B | |
| 09h00 -09h20 | Presentation by UNAM: Climate Change vs Food Security Speaker: Dr Allan HOD: Desert Agriculture Department |
| 09h20 -09h30 | Presentation by Roots Agriculture Project: A thriving agricultural towns/village. Speaker: Mr J. Rickets Founder/CEO: Roots Agriculture Project |
| 09h30-10h00 | Presentation by Swakopmund Municipality: The Future of Urban Agriculture in Swakopmund Speaker: Mr C. McClune General Manager Engineering Department |
| 10h00- 10h20 | |
| | TEA BREAK |
| 10h20- 10h45 | Presentation by Agronomic Board: The Role of the NAB in promoting small scale farmers and Food Security." Speaker Dr Fidelis Mwazi CEO |
| 10h45 - 11h05 | Presentation by AvaGro: How Building Capacity Empowers Small Scale Farmers Ms Leonie Hartmann CEO AvaGro |
| 11h05 - 11h25 | Presentation by Green & Abundant Namibia: Best practice for backyard Gardening Mr Grant Van Der Merwe Founder/CEO: G&A |
| 11H25- 13H00 | Presentation by Ministry of Agriculture, Water and Land Reform: Services and subsidies available to farmers Mr Ismael Hoaseb DAPEES Office Omaruru |
| 13h00-14h00 | |
| | LUNCH |
| 14hoo- 14h20 | Presentation by Agribank Mr W. Uipi Manager: AGRIBANK |
| 14h20- 14h45 | Presentation by Agri Provision Mr Christo Brisley Manager: Agri Provision |
| 14h45- 15h00 | Q & A SESSION |
| 15h00- 15h30 | Vote of thanks Mr Alfeus Benjamin, CEO of Swakopmund Municipality |
| DAY TWO-16 AUGUST 2025 | |
| 08h30- 16h00 | Exhibition |

11.1.17 **FEEDBACK REPORT: PARTICIPATION AT NALASRA GAMES 2025, KATIMA MULILO**

(C/M 2025/07/31 - 13/6/3)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.6** page **03** refers.

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

1. Introduction

This submission is intended to provide the Council with feedback on the participation of the Swakopmund Municipality Sports Team at the 14th edition of the NALASRA Games, held from 26 to 30 May 2025 in Katima Mulilo. The Swakopmund Municipality Sports and Social Club competed under the theme, "*Enhancing wellness through physical activities*"

The Games featured participation from 41 Local Authorities, with approximately 1,900 employees taking part across various sporting events.

2. The Games

The Games officially commenced following the opening ceremony on Monday, 26 May 2025, marked by a soccer match between the host team, Katima Mulilo, and the defending champions, the City of Windhoek.

The Municipality of Swakopmund was represented by a delegation of 45 employees who participated in the following sports disciplines:

- Soccer
- Netball
- Volleyball (Male, Female, and Mixed teams)
- Ringboard
- Stone Game
- Tug of War
- Marathon/Athletics

The team was accompanied by the Deputy Mayor, Her Worship Suama Kautondokwa, alongside Councillors D !Amgabeb, H Hafeni, and E Shitana.

3. Outcome

Swakopmund Municipality was ranked fifth overall and achieved the following accolades:

- Tug of War - Gold
- Ringboard: Gold
- Volleyball Male: Silver
- Volleyball Mix: Silver
- Netball: Bronze

4. Financial Obligation

The following costs were incurred for the team to participate in the games:

| | |
|---------------------|---------------|
| Participation Fee : | N\$10,000.00 |
| Transport : | N\$120,000.00 |

| | |
|------------------------|-----------------------------|
| Bed & Breakfast: | N\$116,100.00 |
| Dinner : | N\$53,302.50 |
| T-Shirts & Tracksuits: | N\$14,886.75 |
| TOTAL: | <u>N\$312,289.25</u> |

The organising committee managed to secure the following sponsorships:

- Heat Exchange Products: N\$ 7,000.00 - utilized to subsidise lunch
- DDP Agencies: 9 x 24 packs Bonaqua water
- Golden Footsteps Investment- T-Shirts for soccer team
- Reptile Uranium: Playing Gear for Volleyball Team & T- T-Shirts for Netball
- Kumwe Fishing Pty Ltd- Playing Gear for Soccer Team, plus balls and training material
- PIS Security- Caps, T-Shirts & Shorts for Netball
- Triple One (111) Security - T-Shirts and Leggings for Netball

5. **Challenges**

(a) Accommodation

The accommodation provider made double bookings involving several local authorities, which created significant logistical challenges. This occurred despite a prior site visit and confirmation of the facility by a representative from the Municipality, based on the quotation received. Consequently, some participants had to be relocated to alternative accommodations arranged at short notice. This caused dissatisfaction among participants, who had anticipated staying at the originally confirmed venue. Although the organising committee acted swiftly to resolve the situation, some of the alternative establishments fell short of the expected standards and did not correspond to the rates paid by the Municipality.

(b) Meals

The catering service provider offered a single, fixed menu for all meals, without considering individual dietary preferences or specific nutritional needs. This approach proved to be inadequate, as it did not cater to the diverse requirements of participants. Furthermore, meals were often cold by the time games concluded, making them less appetising and inconvenient. It is therefore recommended that, going forward, each participant be allocated a daily meal allowance. This will enable individuals to purchase meals of their choice at the various venues where games are taking place, ensuring both flexibility and improved satisfaction.

6. **Conclusion**

Despite minor challenges experienced, the overall team performance was very good. The team wishes to express its sincere gratitude to the Municipal Council of Swakopmund for its continued support in enabling municipal employees to participate in these games annually.

Following the event, the organising committee convened a "Post NALASRA" meeting with participants to review the challenges encountered and propose measures to mitigate them in the future.

It was agreed that:

Council should introduce a daily meal allowance of N\$350.00 per participant, in lieu of contracting catering service providers to supply meals during participation in the NALASRA and SAIMSA games. This approach will provide participants with the flexibility to purchase meals that suit their individual preferences and dietary requirements, and ensure greater convenience, particularly given the varied schedules and venues of the games.

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

RECOMMENDED:

- (a) **That the feedback report from the Swakopmund Municipal Sport & Social Club be noted.**
 - (b) **That Council approves the implementation of a daily meal allowance of N\$350.00 per participant, as an alternative to contracting catering service providers for meal provision during participation in the NALASRA and SAIMSA games.**
 - (c) **That the meal allowance outlined in (b) be adopted to afford participants greater flexibility in selecting meals that accommodate their individual preferences and dietary needs, while also enhancing convenience given the diverse schedules and venues of the games.**
-

11.1.18 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN SAIMSA GAMES 2025 - MASERU, LESOTHO**

(C/M 2025/07/31 - 13/6/3)

Ordinary Management Committee Meeting of 15 July 2025, Addendum **10.7** page **06** refers.

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

Attached invitation letter dated **09 June 2025** from NALASRA Secretary General for the Swakopmund Municipality to participate in the 19th edition of the Southern Africa Inter Municipal Games Sports Association (SAIMSA) 2025 under the theme: **"STRONGER TOGETHER IN WELLNESS FOR SADC LOCAL AUTHORITIES.**

The games are scheduled to take place from **21-26 September 2026** in Maseru, Lesotho. Accreditation will commence on **31 August 2025** on the *SAIMSA 2025 portal* and will close on **20 September 2025**. Therefore, all participating Municipalities are advised to arrive before **20 September 2025** to finalise accreditation.

The Opening Ceremony of the SAIMSA games is scheduled to take place on Sunday, **21 September 2025**, at the Sesotho Stadium. The soccer games will kick off after the opening ceremony with a match between the Maseru Municipal Council and Ezulwini Municipality. The Closing Ceremony will be held on Friday, **26 September 2025**, after the finals.

The Swakopmund Municipality Team intends to participate in the following sport codes:

- *Volleyball- Male, Female and Mix*
- *Tug of War*
- *Netball*
- *Soccer*
- *Golf*
- *Stone Games*

Approximately 65 participants are expected to participate in this year's games. The final name list of participants will be made available to the Management Committee after receipt of approval from Supervisors/ Managers. The staff members who will be participating will be required to apply for special leave during the week period of the games (**18-26 September 2025**).

The Swakopmund Municipal team will be representing Council; therefore, Councillors should be nominated to accompany the team to and during the SAIMSA Games.

Permission is also hereby requested from Council for the Municipal Sports Committee members and the Councillors accompanying the team to make use of the Municipal minibus (N 3695 S) for traveling to the SAIMSA games and back. The use of the vehicle will assist with logistics such as driving from one sports venue to another, for attending sports meetings, gala events, drop-offs and pick-ups, etc.

The affiliation and registration fees for participation is **N\$11 000.00**, and the fees should be paid before **31 August 2025** in order for the team to participate in the SAIMSA games.

A Team Managers' Meeting is scheduled to take place on 25 July 2025, and all Local Authorities intending to participate in the 19th Edition of the SAIMSA Games are invited to attend. Each Local Authority may nominate a maximum of two (2)

delegates to represent them at the meeting. Important information regarding accommodation and catering arrangements will also be shared during the session.

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

RECOMMENDED:

- (a) That permission be granted to members of the Swakopmund Municipal Sport Team to participate in the 2025 SAIMSA Games, in Maseru, Lesotho, from 19 - 28 September 2025.
 - (b) That permission be granted to the Swakopmund Municipal Sport and Social Club to proceed with preparations and organisation for this event.
 - (c) That permission be granted for the Municipal minibus (N 3695 S) to be used by Municipal Sports Committee members and the Councillors to travel to and from Maseru, Lesotho, for the SAIMSA Games 2025 from 19 - 28 September 2025.
 - (d) That the following representatives attend the compulsory Team Managers Meeting in Maseru, Lesotho, from 24-25 July 2025:
 - Mr E !Oaseb
 - Mr B Khaibeb
 - (e) That Council, *in principle*, grants approval for special leave as per conditions of Employment to the staff members to participate in the SAIMSA games, subject to the prior approval of leave by the respective Head of Departments.
 - (f) That Council approves the participation of the following Councillors to accompany the Swakopmund Municipal Sport Club to the SAIMSA Games 2025, to be held in Maseru, Lesotho, from 19 - 28 September 2025:
 - Councillor B !Goraseb
 - Councillor S M Kautondokwa
 - Councillor H H Nghidipaya
 - Councillor D Am -!Gabeb
 - Councillor D Namubes
 - Councillor P Shimhanda
 - (g) That a daily lunch tariff as per Council's S&T Policy be granted to the Councillors and that the funds be defrayed from the Conference Expenses Vote: 101015533000.
 - (h) That each participant receives a daily meal allowance of N\$350.00 per day for the duration of the games
 - (i) That all other services be procured as per the Public Procurement Act, 2015 (Act No. 15 of 2015).
 - (j) That permission be granted to the General Manager: Finance to avail the funds budgeted for the NALASRA/SAIMSA Games, to cater for all expenditure related to the Games from Vote 101015563500 SAIMSA/NALASRA GAMES, where N\$350,000.00 is available.
-



NAMIBIAN LOCAL AUTHORITY SPORTS AND RECREATION ASSOCIATION (NALASRA)

P.O. BOX 98

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OFFICE OF THE SECRETARY GENERAL

Enquiries: Secretary-General - Mr. G van Wyk 061 290 2516/0611298322-Gert.VanWyk@windhoekcc.org.na/ Deputy Secretary General - Cornelius Tjivane 061 125 5468: tjivane@otjiman.org.na

**CHIEF EXECUTIVE OFFICERS
MANAGEMENT COMMITTEE CHAIRPERSONS
HONORABLE MAYORS
SPORTS AND RECREATION OFFICERS
INCUMBENT NATIONAL EXECUTIVE COMMITTEE MEMBERS (NALASRA)
ALL REGIONAL COORDINATORS (NALASRA)
LOCAL AUTHORITIES
NAMIBIA**

Dear Sir/Madam

9 June 2025

**RE: INVITATION TO THE 19TH EDITION OF THE SOUTHERN AFRICAN
INTER MUNICIPAL SPORTS ASSOCIATION GAMES: 21 - 26 SEPTEMBER
2025 LESOTHO, MASERU**

Reference is made to the attached invitations and participation (subjected to changes) from the Secretary General of SAIMSA.

It is once again the honor of my office to inform the entire NALASRA membership that approval has been received from the Municipality of Maseru to host the 19th Edition of the SAIMSA Games in Lesotho, the capital city of Maseru from the 21 - 26 September 2025.

This letter serves to inform the Local Authorities in the Republic of Namibia that SAIMSA has issued an invitation to all country association to participate in the upcoming games during the period as indicated above.

All teams wishing to participate during these games are requested to arrive in Maseru not later than 19 September 2025 in order to finalize accreditation of their players.

President: Mr. Daniel A Mouton; Vice - President: Mr. Pendo Kashihakurwa; Secretary General: Mr. Gert van Wyk;
Deputy Secretary - General: Mr. C Tjivane; Treasurer: Mr. Herrich Mukwe; Deputy Treasurer: Ms. Loida Ilago
Additional Members: Mr. Piet Andrek; Ms. Annalisa Koren - Jeremia; Ms. Theophine Mack; Mr. Rachilous Gowaseb; Ms. H Karala

It is important to note that the opening ceremony is scheduled for Sunday 21 September 2025 during which all teams should participate in the march.

ACCREDITATION:

Accreditation will commence once documentation as required are received on the SAIMSA 2025 portal as from 31 August 2025 and will close on the 20 September 2025 to ensure a smooth start of the games. Local Authorities are requested to prepare and forward the following documentation to the following e-mail addresses: motlatsi.motsopa@gov.ls, mmafiteo986@gmail.com and tuoanetanki@gmail.com

- **A photo in JPEG**
- **Valid passport/identity document**
- **Pay slips (May/June, July and August 2025)**
- **Registration for participation in sports codes (one per Local Authority)**
- **Three (3) months bank statement (proof that your salary is paid by the respective Local Authority employed at)**

The submission of photos should not be later than 15 September 2025 to ensure smooth capturing of information in advance. For any challenges regarding accreditation kindly contact the Secretary General of LELASA Mr. Mafiteo at e-mail, mmafiteo986@gmail.com provided for accreditation.

The venue for accreditation will be at the Manthabiseng Convention Center of the Maseru Municipality.

MEMBERSHIP FEE

Municipalities are expected to pay their affiliation and membership fees as indicated below not later than 31 August 2025 at 17:00. Only paid-up members and in good standing will be permitted to participate in the 2025 edition of the SAIMSA Games.

Membership and registration fees are as follows:

| | |
|---------------------------|---------------------|
| All Municipalities | N\$11,000.00 |
|---------------------------|---------------------|

NALASRA members are required to make payment into the following account and scan or e-mail their proof of payment to the Treasurer General: Mr. Heinrich Mukuve, e-mail address: maganah283@yahoo.com and Secretary General of NALASRA, e-mail address: Gert.VanWyk@windhoekcc.org.na.

Account name: Namibia Local Authorities Sports and Recreation Association
Account Type: Business cheque account
Account no.: 622 253 495 06
Bank: First National Bank
Branch: Ausspannplatz

ACCOMMODATION & CATERING:

For accommodation and catering services, please councils who wish to attend are informed that information regarding accommodation will be ready and available during the **Team Managers Meeting** scheduled for **24th and 25th July 2025**

For any further enquiries please contact the following committee members at:

Ms. Motlatsi Motsopa – LELASA President
E-mail: motlatsi.motsopa@gov.ls
Cell no.: +266 504 878 48

Mr. Moelekoa Mafitoe – LELASA Secretary General
E-mail: mmafitoe986@gmail.com
Cell no.: +266 627 501 22

Mrs. Mamhpo Shale – SAIMSA Secretary General
E-mail: tuoaanetang@gmail.com
Cell no.: +266 588 683 99

TEAM MANAGERS MEETING

Local Authorities are hereby also informed that SAIMSA is planning a Team Managers Meeting which is scheduled for 25th July 2025 in Lesotho at the Manthabisong Conventional Centre of the town of Maseru. All Local Authorities, wishing to participate in the upcoming 19th Edition of the SAIMSA Games, are invites to attend this Team Managers meeting and will be allowed two (2) delegates per local Authority.

Trusting that you will find the above in order.


Mr. Gert van Wyk
Secretary General: NALASRA
Cc: NEC - NALASRA

A I

SOUTHERN AFRICAN INTER- MUNICIPAL SPORTS ASSOCIATION



OFFICE OF THE SECRETARY GENERAL

P.O. Box 01
 Leribe 300, Lesotho
 Contacts: (+266) 54868389, (+266) 62068389
 Email: tuo.anetanki@gmail.com



OUR REF: SAJMSA GAMES 2025

YOUR REF:

14/05/2025

The Secretary General

ESIGA
 IMSSA
 LAHISA
 LELASA
 NALASRA
 ZALASA

Dear Sir/Madam

**INVITATION TO THE 19TH EDITION OF THE SOUTHERN AFRICA INTER – MUNICIPAL
 SPORTS ASSOCIATION GAMES 2025 – MASERU, LESOTHO**

It is indeed an honor to present this letter of invitation for the 19th edition of SAJMSA games to be hosted by LELASA from the 21st to 26th September 2025 under the theme: "STRONGER TOGETHER IN WELLNESS FOR SADC LOCAL AUTHORITIES".

The Opening Ceremony is scheduled for Sunday the 21st of September 2025 in Maseru at Setsoto Stadium from 13h00. It will be followed by the opening soccer match between Maseru Municipal Council and Ezulwini Municipality.

The Cultural Ceremony is scheduled for Wednesday 24th September 2025 at Manthabiseng Convention Centre from 19h00, where all countries will perform their traditional dances and present gifts to the Mayor of Maseru Municipal Council.

The Closing Ceremony will be held on Friday, 26th September 2025 after the finals at Setsoto Stadium.

Your presence at these events will be highly appreciated.

AFFILIATION AND MEMBERSHIP FEES

Municipalities are expected to pay their affiliation and membership fees (as indicated below) no later than Friday, 31 August 2025 at 17:00. Only paid-up members with good standing will be permitted to participate in the 2025 edition of the SAIMSA Games.

Participation fee for the games remains unchanged at R11 000.00 (Eleven Thousand Rands Only) and below are the details where money can be deposited.

| | |
|---------------|---|
| Name: | Southern African Inter- Municipal Games Association |
| Bank: | Standard Bank |
| Account No: | 9110002283800 |
| Branch Code: | 663164 |
| Swift Code: | SBICSZMX |
| Account Name: | Current account |

Please scan and email proof of payments to the Treasurer General, Ms. Sithembile Simelane, email address, sthembile@stkouncil.o.sz and or Secretary General, at e-mail address: tuoanetanki@gmail.com, Proof of payment should be forwarded no later than 1st September 2025.

ACCREDITATION

Municipalities are hereby urged to prepare the necessary documents for accreditation indicated below.

- A photo in JPEG
- Valid Passport / Identity document
- Latest original pay slips (June 2025, July 2025 and August 2025)
- Registration form for participation in sport codes (One form per Local Authority)
- 3 months bank statement

Submission of photos should not be later than 31 August 2025. Accreditation will commence on Saturday, 20 September 2025 at 9:00, and continue until Sunday, 21 September 2025 at 12h00. The venue for accreditation will be Manthabiseng Convention center.

Information regarding accommodation will be available in July. For any other inquiries, please contact the following committee members:

Mr. Motlatsi Motsopa - LELASA President
Email address: motlatsi.motsopa@gov.ls
Cell: +266 50487848

Mr. Molelekoa Mafitoe – LELASA Secretary General
Email address: mmafitoe986@gmail.com
Cell: +266 62750122

Mrs. Mampho Shale - SAIMSA Secretary General
Email address: tuoanetanki@gmail.com
Cell: +266 58868399

Yours Sincerely



Mampho Shale
Secretary General



OFFICE OF THE SECRETARY GENERAL
 P.O. Box 01
 Leribe District Council
 Contacts: (+266)58868399(+266)62068399
 Email: tuonetanki@gmail.com



PARTICIPATION FORM FOR MUNICIPALITY PHYSICAL WELLNESS PROGRAM

I, representative of hereby would like my municipality to participate in the following codes as determined by SAIMSA.

I would like to indemnify SAIMSA and the Local Organizing Committee against any claims of whatever nature which may arise out of participating in SAIMG 2025 including any damage to property or injuries or deaths of persons while participating in SAIMG 2025 and shall in addition maintain all the necessary safety precautions to ensure the protection of individuals and property brought to MASERU CITY COUNCIL for the sole purpose of participating.

- | | |
|---|--|
| <input type="checkbox"/> Soccer (25) | <input type="checkbox"/> Moraba-raba (4) |
| <input type="checkbox"/> Soccer 40+ (15) (seven a-side) | <input type="checkbox"/> Ring board (4) |
| <input type="checkbox"/> Soccer 40+ (25) | <input type="checkbox"/> Chess (2) |
| <input type="checkbox"/> Netball (15) | <input type="checkbox"/> Athletics 100m (Male) - (2) |
| <input type="checkbox"/> Netball 40+ (15) | <input type="checkbox"/> Athletics 100m (Female) - (2) |
| <input type="checkbox"/> Volleyball (Female) (12) | <input type="checkbox"/> Relay (4 x 100 m) - (Mixed 2 F and 2 x M) |
| <input type="checkbox"/> Volleyball (Male) (12) | <input type="checkbox"/> Hiking (unlimited) |
| <input type="checkbox"/> Volleyball (Mixed) (12) | <input type="checkbox"/> Aerobathon (unlimited) |
| <input type="checkbox"/> Snooker/Pool (Singles) (8) | |
| <input type="checkbox"/> Snooker /Pool (Doubles) (8) | |
| <input type="checkbox"/> Darts (8) | |
| <input type="checkbox"/> Table Tennis (Males Singles) (4) | |
| <input type="checkbox"/> Table Tennis (Females Singles) (4) | |
| <input type="checkbox"/> Table Tennis (Doubles) (4) | |
| <input type="checkbox"/> Lawn Tennis (Females Singles) (4) | |
| <input type="checkbox"/> Lawn Tennis (Males Singles) (4) | |
| <input type="checkbox"/> Lawn Tennis (Doubles) (4) | |
| <input type="checkbox"/> Road Running (21km) Unlimited | |
| <input type="checkbox"/> 10 Km Fun Walk (Unlimited) | |
| <input type="checkbox"/> 5 km Fun Walk (Unlimited) | |
| <input type="checkbox"/> Tug of War (12) | |