

# AGENDA

Ordinary Council Meeting

on

**THURSDAY**





**26 SEPTEMBER 2013**

at

**19:00**



**MUNICIPALITY OF SWAKOPMUND**

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Ref No        A 2/3/5

Enquiries:    A Gebhardt

17 September 2013

The Mayor and Councillors  
Municipality  
SWAKOPMUND

Dear Sir / Madam

**NOTICE:    ORDINARY COUNCIL MEETING**

Notice is hereby given of an **ORDINARY COUNCIL MEETING** to be held in the Council Chambers, Municipal Office Building, Swakopmund on:

**THURSDAY, 26 SEPTEMBER 2013 at 19:00,**

**C Lawrence**  
**ACTING CHIEF EXECUTIVE OFFICER**

AG/-

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(C/M 2013/09/26 - A 2/3/5)

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(pp 102/2013 - 112/2013)
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None.

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None.

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None.

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None.

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| ITEM NO | SUBJECT  | REF NO              | PAGE |
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10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD IN SEPTEMBER 2013**

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10 (A) **MINUTES OF AN ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 12 SEPTEMBER 2013**

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2. **CONFIRMATION OF MINUTES**

(M/C 2013/09/12 - A 2/3/5)

2.1 **MINUTES OF AN ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 15 AUGUST 2013**

On proposal of Councillor N N Salomon seconded by Alderwoman R //Hoabes it was:-

**RESOLVED:**

That the minutes of the Ordinary Management Committee meeting held on 15 August 2013 be confirmed as correct.

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5.5 **FINANCE**

5.5.1 **TOTAL EXPENDITURE**

(M/C 2013/09/12 - D 7/3/2/1)

**RESOLVED:**

That the total expenditure of N\$26 032 859.49 from 01-31 August 2013 be accepted and approved as correct.

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

7.7 **FEEDBACK REPORT: INVITATION FOR BUSINESS PROPOSALS TO LEASE TWO KIOSKS AT ERVEN 3701 MONDESA AND 503 TAMARISKIA**

(M/C 2013/09/12 - T 503, M 3701)

**RESOLVED:**

- (a) That the proposals to lease the two kiosks on Erven 3701, Mondesa and 503, Tamariskia be disqualified for not complying with conditions as outlined in the invitation documents as reflected below.

| NO | NAME OF SUPPLIER             | PROPOSED BUSINESS                               | COMMENT  |
|----|------------------------------|---|--|
| 1. | Lorenzo Marlon (18 years)    | Recording Studio & Computer Repairs             | <ul style="list-style-type: none"><li>• Did not initial some pages</li><li>• No proof of residence attached</li></ul>  |
| 2. | Rauna Kamudulunge (25 years) | Printing, Photocopy, Typing, Design, Fax & Scan | <ul style="list-style-type: none"><li>• Did not initial all pages</li><li>• No proof of residence attached and the Municipal statement attached is not in her name</li></ul> |

|    |   |                  |   |
|----|---|------------------|---|
| 3. | <i>Erica's Trading Enterprises (33 years)</i>   | <i>Take Away</i> | <ul style="list-style-type: none"> <li>• <i>Already running a well-established business (registered &amp; VAT) operating in Swakopmund, Arandis and Walvis Bay while this initiative is meant for unemployed local youth</i></li> <li>• <i>Did not initial all pages</i></li> </ul> |
| 4. | <i>Chan-Chew Trading Enterprises (28 years)</i> | <i>Catering</i>  | <ul style="list-style-type: none"> <li>• <i>Did not initial some pages</i></li> </ul>   |

- (b) That permission be granted to the General Manager: Community Development Services to re-advertise the invitation to submit business proposals to lease two (2) kiosks at Erven 3701, Mondesa and 503, Tamariskia in local newspapers.
- (c) That the new proposals be submitted to Management Committee.

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7.8      **FEEDBACK: CLOSED BID SALE FOR THE SALE OF 5 ERVEN TO MOTOR VEHICLE DEALERSHIPS ON 29 AUGUST 2013 AND 25 GENERAL BUSINESS ERVEN ON 30 AUGUST 2013 - EXTENSION 10, NEW INDUSTRIAL AREA**  
(M/C 2013/09/12                      -                      G 4/1/3)

**RESOLVED:**

- (a) That the outcome of the closed bid sale of 5 erven to motor vehicle dealers at Extension 10 held on 29 August 2013 and the closed bid sale of 25 business erven at Extension 10 held on 30 August 2013 be noted.
- (b) That Erf 4818 and 4819 be sold by the Cost Limited Average Price method after all the other erven have been sold.

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7.9      **3<sup>rd</sup> PROGRESS REPORT OF MESSRS SEA GULL'S CRY CC**  
(M/C 2013/09/12                      -                      N 7/2/9)

**RESOLVED:**

- (a) That the 3<sup>rd</sup> Progress Report received from Messrs Sea Gulls' Cry CC be noted.
- (b) That the Messrs Sea Gull's Cry CC be requested to resubmit the 3<sup>rd</sup> progress report within the format of Annexure "A" (**on file**) within 14 days from the date of this resolution so as to allow Council to have a comprehensive and clear picture of the progress made.
- (c) That the updated report received from Messrs Sea Gulls' Cry CC be resubmitted to the Management Committee.
-

7.10

**DELEGATED POWERS**

(M/C 2013/09/12 - A 2/3/6)

**RESOLVED:**

That the following delegated powers be noted:

| No                              | Item  | Date  |
|---------------------------------|---|---|
| <b><i>Post-Independence</i></b> |   |   |
| 1.                              | <b><i>Authorization To Attend Seminars And Meetings</i></b>   | <b><i>Management Committee 17 January 2013</i></b>  |
| 2.                              | <b><i>Authorization Levels For Procurement Of Goods And Services</i></b>                                      | <b><i>Council 28 July 2011</i></b>                  |
| 3.                              | <b><i>Delegation Of Powers To The Chairman Of The Tender Board</i></b>  | <b><i>Tender Board 05 August 2011</i></b>           |
| 4.                              | <b><i>Delegation Of Powers To The Chief Executive Officer And The Chairperson Of Management Committee</i></b> | <b><i>Council 31 March 2010</i></b>                 |
| 5.                              | <b><i>Certificate Of Indemnity - Traffic Services</i></b>   | <b><i>30 August 2007</i></b>                        |
| 6.                              | <b><i>Mole Area</i></b>   | <b><i>Council 28 May 1998</i></b>                   |
| 7.                              | <b><i>Building Plans For Special Developments</i></b>   | <b><i>Council 27 June 1996</i></b>                  |
| 8.                              | <b><i>Business Registration</i></b>   | <b><i>Council 30 May 1996</i></b>                   |
| 9.                              | <b><i>Beach Volley Ball: Mole Area</i></b>  | <b><i>Management Committee 14 November 1995</i></b> |
| 10.                             | <b><i>Execution Of Contracts</i></b>  | <b><i>Council 25 March 1993</i></b>                 |
| <b><i>Pre-Independence</i></b>  |   |   |
| 11.                             | <b><i>Procurement Of Goods</i></b>  | <b><i>Council 25 August 1988</i></b>                |
| 12.                             | <b><i>Annual Inventory</i></b>  | <b><i>Council 25 August 1983</i></b>                |
| 13.                             | <b><i>Subdivision And Consolidation Of Land</i></b>   | <b><i>Management Committee 20 October 1981</i></b>  |
| 14.                             | <b><i>Town Planning Scheme: Parking Requirements</i></b>  | <b><i>Council 29 June 1978</i></b>                  |

7.11

**ALL APPLICATIONS FOR LARGE PORTIONS OF LAND FOR RESIDENTIAL DEVELOPMENT: 2008 - 2010 COMBINED**

(M/C 2013/09/12 - G 4/1/1; I 1/1/4; I 1/1/5; H 5; H 5/7 & H 5/8)

**RESOLVED:**

- (a) That this item be referred back and that applications be resubmitted individually in batches of 10 (ten) at a time, starting with applications for township developments.
- (b) That the General Manager: Corporate Services and Human Resources formulate a definition as to what constitutes “*Large Portions of Land*” and submit same to Management Committee.
- (c) That permission be granted to the General Manager: Corporate Services and Human Resources to ascertain the nature and purpose of the application from applicants, where necessary.



7.12 **ALL APPLICATIONS FOR LARGE PORTIONS OF LAND FOR RESIDENTIAL DEVELOPMENT: 2011 TO DATE**  
(M/C 2013/09/12 - G 4/1/1; I 1/1/4; I 1/1/5; H 5; H 5/7 & H 5/8)

**RESOLVED:**

- (a) That this item be referred back and that applications be resubmitted individually in batches of 10 (ten) at a time, starting with applications for township developments.
- (b) That the General Manager: Corporate Services and Human Resources formulate a definition as to what constitutes "*Large Portions of Land*" and submit same to Management Committee.
- (c) That permission be granted to the General Manager: Corporate Services and Human Resources to ascertain the nature and purpose of the application from applicants, where necessary.

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7.13 **FEEDBACK: CANCELLATION OF THE TRANSACTION FOR THE SALE OF ERF 4326 (A PORTION OF ERF 63, MONDESA), MONDESA: MESSRS MONDESA PROPERTY INVESTMENT CC**  
(M/C 2013/09/12 - M 4326)

**RESOLVED:**

- (a) That this item be referred back.
  - (b) That the matter be referred to Messrs Lorentz Angula Inc. to obtain an opinion from an advocate on:
    - (i) *Whether the agreement between Council and Messrs Mondesa Property Investment CC is valid or enforceable and;*
    - (ii) *Whether either Council or Messrs Mondesa Property Investment CC can rely on the terms and conditions of the said agreement;*
    - (iii) *If the agreement is no longer valid, whether it can be revived and under what circumstances;*
    - (iv) *What the effect was of the payment received from Messrs Malherbe and Partners on behalf of Messrs Mondesa Property Investment CC and the subsequent correspondence;*
    - (v) *The correctness of the 2 (two) legal opinions provided to Council.*
  - (c) That copies of the proof of payment of the transfer fees to Messrs Kinghorn Associates and the emails to them be submitted to Management Committee.
  - (d) That the amount of N\$1 172 125. 77 paid by Messrs Malherbe and Partners on behalf of Messrs Mondesa Property Investment CC not be refunded yet.
-

8. **POLICY MATTERS**

8.3 **REQUEST TO PROCESS REFUND OF REFUNDABLE DEPOSIT**

(M/C 2013/09/12 - N 7/3/4, I 1/2, H 2/12)

**RESOLVED:**

- (a) That permission be granted to General Manager: Finance to refund the clients listed below without original receipts against the amounts indicated:

|       |                       |            |                  |
|-------|-----------------------|------------|------------------|
| (i)   | Mr Nestor Tobias      | N\$1500.00 | Receipt # 6883   |
| (ii)  | Mr Valdermar Swart    | N\$940.00  | Receipt # 229901 |
| (iii) | Pastor Reinhold Titus | N\$962.50  | Receipt # 14683  |
| (iv)  | Spirit Embassy        | N\$966.00  | Receipt # 9274   |

- (b) That, in future, clients who lost their original deposit receipts be required to obtain a Police declaration in order to get their refunds.

- (c) That in future an administration fee be determined for the purpose and be applied accordingly.

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8.4 **SALE OF BUILD TOGETHER HOUSE: MR ABISAI TEOFILUS**

(M/C 2013/09/12 - H 5/3)

**RESOLVED:**

That the request from Mr A Teofilus to sell his house not be granted in view of the fact that it is against the Build Together Programme guidelines and also because an alternative solution has been reached in the meantime between Mr A Teofilus and the three officials.

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8.5 **BUILD TOGETHER APPLICATIONS OF MR BENITIUS AND MRS LOIDE MATHEUS FOR ERF R1557 AND ERF 3403, MONDESA**

(M/C 2013/09/12 - H 5/3)

**RESOLVED:**

That permission be given to the General Manager: Community Development Services to enlist the service of a legal practitioner to provide guidance on how best to deal with this matter.

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8.6 **BUILD TOGETHER APPLICATION OF THE LATE MS C SHIGWEDHA-ANGULA**

(M/C 2013/09/12 - H 5/3, M 3445)

**RESOLVED:**

That permission be given to the General Manager: Community Development Services to enlist the service of a legal practitioner to provide guidance on how best to deal with this matter.

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8.7 **BUILD TOGETHER REPLACEMENTS**  
(M/C 2013/09/12 - H 5/3)

**RESOLVED:**

That the following applicants from the Master Waiting List be replaced with those whose loans were cancelled and they be provided with the erf numbers as indicated in the list below:

| <b>WL no.</b> | <b>Name</b>           | <b>ID Number</b> | <b>Loan</b> | <b>Erf</b> | <b>Person replaced</b> |
|---------------|-----------------------|------------------|-------------|------------|------------------------|
| 95            | Johanna Gaoses        | 68011800515      | 20 000.00   | 3726       | Beata Kaali            |
| 96            | Jonson Zatjinda       | 69082400413      | 40 000.00   | 3722       | Alfred Gowaseb         |
| 97            | Shekupe DA Onesmus    | 83041910209      | 40 000.00   | 3788       | Gideon N Amutenya      |
| 98            | Part of the 33        |                  |             |            |                        |
| 99            | Gerson K Shihepo      | 8201310157       | 40 000.00   | 3792       | Rubert Ochurub         |
| 100           | Indiana E Gom-Khaises | 79041000127      | 20 000.00   | 3802       | Tusnelde Thomas        |
| 101           | Maria Namises         | 6206150500887    | 16 000.00   | 3765       | Phillemon Johannes     |
| 102           | Helvi Shikulo         | 72110410067      | 20 000.00   | 3714       | Reinhard Gurirab       |
| 103           | Ernst Haoseb          | 73070500137      | 40 000.00   | 3632       | Pendapala Immanuel     |
| 104           | Fransiska Gaeses      | 6201060500394    | 20 000.00   | 3718       | Nikanor Shipushu       |
| 105           | Theresia E Naus       | 68040700930      | 40 000.00   | 3812       | Paulus Ingo            |
| 106           | Engenesia Tjitana     | 69020701045      | 20 000.00   | 3617       | Helena Shuuya          |
| 107           | Part of the 33        |                  |             |            |                        |
| 108           | Christa Hoaes         | 79031800228      | 40 000.00   | 3715       | Elizabeth Hoabes       |
| 109           | Monalisa Hoaes        | 81121610226      | 33 000.00   | 3794       | Martha Kanyumbo        |
| 110           | Josephine Kaivara     | 75062100542      | 20 000.00   | 3795       | Sevelinus Eposhe       |
| 110           | Part of the 33        |                  |             |            |                        |
| 112           | Part of the 33        |                  |             |            |                        |
| 113           | Freddy Hamutenya      | 6401280116       | 33 000.00   | 3747       | Gervasius Alfred       |

8.8 **AMENDED PROJECT IDENTIFICATION REPORT (PIR)**  
(M/C 2013/09/12 - H 5/3)

**RESOLVED:**

That the revised Project Identification Report for 2013 / 2014, as submitted to the Ministry of Regional, Local Government, Housing and Rural Development be noted.

8.11 **APPLICATION TO LEASE PUBLIC TOILETS AT TENNIS COURTS TO BE CONVERTED INTO STORE ROOMS**  
(M/C 2013/09/12 - N 7/4/3)

**RESOLVED:**

That this item be withdrawn from the Agenda.

8.13 **NEW MUNICIPAL OFFICE COMPLEX - PAYMENT OF SUBCONTRACTORS**

(M/C 2013/09/12 - E 1/1)

**RESOLVED:**

That the retention money of Messrs Le Bau CC be dealt with in accordance with the terms and conditions of the relevant agreement.

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9. **PERSONNEL MATTERS**

9.1 **INVITATION TO IMEX 2013 POLITICIANS FORUM: 20 TO 23 MAY 2013**

(M/C 2013/09/12 - A 2/3/2/1)

**RESOLVED:**

- (a) That resolution (c) of the Management Committee meeting of 16 May 2013 be repealed.
  - (b) That it be recorded that the air ticket is refundable by the organizers at the cost of 300 Euros equivalent to N\$3 587.17.
- 

9.2 **REQUEST FOR FINANCIAL ASSISTANCE GIANT THOUGHTS**

(M/C 2013/09/12 - D 5)

**RESOLVED:**

- (a) That the Management Committee resolution of 15 August 2013 be repealed.
  - (b) That it be recorded that the amount of N\$10 000.00 requested by Messrs Giant Thoughts towards the hosting of the workshop which took from 16-17 August 2013 was not accepted.
  - (c) That NANSO will fund the cost that was required by Messrs Giant Thoughts.
- 

9.3 **SELLING OFF OF EXCESS ANNUAL LEAVE DAYS**

(M/C 2013/09/12 - B 1/8)

**RESOLVED:**

That this item be referred back and that the General Manager: Corporate Services and Human Resources obtains legal opinion.

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9.6 **REQUEST BY MESSRS OKONGO ANGLICAN CHURCH FOR FINANCIAL ASSISTANCE**

(M/C 2013/09/12 - A 2/3/2/1)

**RESOLVED:**

That the application by the Messrs Okongo Anglican Church for funding be turned down as it does not qualify for funding under Council's Mayoral Development Fund guidelines.

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9.7 **AFFIRMATIVE ACTION COMPLIANCE CERTIFICATE**  
(M/C 2013/09/12 - B 1/10)

**RESOLVED:**

That the Affirmative Action Compliance Certificate submitted by the General Manager: Corporate Services and Human Resources be noted.

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9.8 **LETTER OF APPRECIATION: DOLPHIN SCHOOLS**  
(M/C 2013/09/12 - A 2/3/1/6)

**RESOLVED:**

That the letter of appreciation from the Dolphin Schools submitted by the General Manager: Community Development Services be noted.

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10 **MATTERS NOT ON THE AGENDA, BUT DISCUSSED WITH PERMISSION OF THE CHAIRPERSON**

10.1 **AMICAALL NAMIBIA**

- ① **REQUEST FOR CO-FUNDING OF THE ANNUAL PARTNERS CONFERENCE 2013**
- ② **INVITATION TO ANNUAL PARTNERS CONFERENCE 2013**
- ③ **ANNUAL CONTRIBUTION TOWARD AMICAALL**  
(M/C 2013/09/12 - B 1/12, A 2/3/2/1)

**RESOLVED:**

- (a) That the resolution taken at the Management Committee meeting held on 15 August 2013 under items 9.2 and 9.6, be repealed.

- 9.2 *That the invitation by Messrs AMICAALL - Namibia for Council to delegate representatives to attend the Annual Partners Orientation Conference 2013 scheduled to take place from 10-13 September 2013 in Swakopmund not be supported.*
- 9.6 *That the invitation by Messrs AMICAALL - Namibia for Council for the funding of the Conference scheduled to take place from 10-13 September 2013 in Swakopmund not be supported.*

- (b) That Council co-fund the gala dinner in accordance with the quotation submitted by Messrs AMICAAL to the value of N\$84 600.00 (Excl. Vat) in partial payment of the cost depicted on the quotation from Messrs Virgin Solutions Trading Enterprise CC, 2012 / 012, being the lowest quotation provided, to cover the costs of the Gala Dinner at the Annual Partners Conference 2013 set for 10-13 September 2013.
- (c) That the General Manager: Finance sources the funding of this contribution and provides a vote from where the payment can be defrayed.
- (d) That Messrs AMICAALL Namibia waives the unpaid membership fees for the past two years, being 2012 and 2013 including the membership for the following year, 2014, being (3 x N\$25 000.00 = N\$75 000.00.)

- (e) That the permission granted to the Mayor, Councillors, Manager: Health Services and the Health and Safety Officer to attend the AMICAAL Namibia Annual Partners Conference 2013 hosted in Swakopmund from 10-13 September 2013 be condoned.
- (f) That special leave be granted to the staff members during this period.

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10.2      **APPLICATION BY MESSRS DUPPS TRADING ENTERPRISES CC TO HOST SPINNING MOTORSPORT**

(M/C 2013/09/12                      -                      E 4353)

**RESOLVED:**

That the application by Messrs Dupps Trading Enterprises CC to host spinning motorsport be turned down.

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10.3      **REQUEST FOR ADDITIONAL FUNDS TO PURCHASE 4 (FOUR) PATROL VEHICLES**

(M/C 2013/09/12                      -                      L 5)

**RESOLVED:**

That permission be granted to the General Manager: Finance to transfer an amount of N\$20 000.00 from the Renewal Fund (Traffic Section) where an amount of N\$329 050.00 is available to Vote 202031518800, in order to facilitate the purchasing of the four patrol vehicles for the new Traffic Officers on condition that the Tender Board approve the tender.

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10.4      **REQUEST FOR ADDITIONAL FUNDING FOR LOGISTICAL ARRANGEMENTS THE 2013 SAIMSA GAMES**

(M/C 2013/09/12                      -                      J 10/1)

**RESOLVED:**

- (a) That this item be referred back and be resubmitted to a Special Management Committee meeting to be held before the next Council meeting at a date to be determined by the Acting Chief Executive Officer.
  - (b) That the Local Organizing Committee be invited to motivate the expenditure.
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10 (B) **MINUTES OF A SPECIAL MANAGEMENT COMMITTEE MEETING  
HELD ON 17 SEPTEMBER 2013**

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5. **DISCUSSION POINTS**

5.2 **CLOSED BID SALE OF 4 OCTOBER 2013 NEW INDUSTRIAL AREA:  
EXTENSION 10**

(S/M/C 2013/09/17 - G 4/1/3)

**RESOLVED:**

That the rescheduling of the due date for payment to be received in respect of the closed bid sale to be held on 4 October 2013 from 2 January 2014 to 28 February 2014 be approved.

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5.3 **SALARY AND BENEFITS INCREASE**

(S/M/C 2013/09/17 - B 1/3)

**RESOLVED:**

That permission be granted to Council's Negotiating Team to proceed with the salary and benefits increase negotiations.

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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **ORDINARY MANAGEMENT COMMITTEE MEETINGS HELD ON 12 SEPTEMBER 2013**
- 11.1.1 **REQUEST BY MESSRS MASADI PROPERTY HOLDINGS 23 (PTY) LTD FOR EXEMPTION FOR PAYMENT OF BASIC SERVICES CHARGES**

(C/M 2013/09/26 - G 3/9/11)

Ordinary Management Committee Meeting of 12 September 2013, Addendum 7.1 page 01 refers.

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

**1. INTRODUCTION**

With reference to the letter received from Mr S F Skoppelitus of Messrs Masadi Property Holdings 23 (Pty) Ltd attached as **Annexure "B"** requesting an extension of time to complete the installation of internal services at Extension 20, (previously known as block 11); and for exemption from paying basic services charges until **31 August 2014**; the Management Committee on **15 August 2013** under item 7.6 passed the following resolution:

- |     |  |
|-----|--|
| (a) | <i>That the presentation by Mr S Skoppelitus of Messrs Masadi Property Holdings 23 (Pty) Ltd be noted.</i> |
| (b) | <i>That Messrs Masadi Property Holdings 23 (Pty) Ltd be informed to submit a Project Plan.</i>             |

**Attached as Annexure "A"** is the project plan indicating that the work program to be carried as from **22 July 2013** until **22 August 2014**.

Following is a submission which was discussed by the Management Committee on **15 August 2013**.

**2. BRIEF BACKGROUND**

Council and Messrs Masadi Property Holdings 23 (Pty) Ltd entered into a sale agreement on **31 August 2010** for purchasing Extension 20. The extension was transferred in the developer's name on **29 October 2012** and the developer was refunded the balance of the N\$100 000.00 deposited, less all cost incurred.

Council sold the neighbouring blocks on the same conditions i.e (summarized):

Clause 3.1.6 *the completion date of the "project" is 36 months after the signature date, i.e. **31 August 2013** (for the installation and or construction of "internal services and external services" only).*

Clause 14.1 *the developer is exempted for a period of 24 months in respect of the installation of internal services, meaning that **site value rates** will be levied whether services are installed or not as from **1 September 2012**.*

*In terms of Council resolution of **26 June 2008**, item 11.1.1 the following conditions be applicable to the transaction:*



(ix) *The whole project must be completed within 48 months from date of sale and if no progress is made in terms of the conditions of the contract, the property shall revert to Council without any compensation to the purchaser. (i.e. 31 August 2014)*

Developers to who these conditions are applicable

| <b>DEVELOPER</b>               | <b>BLOCK</b> |
|--------------------------------|--------------|
| <b>Shikongo Investments</b>    | 10           |
| <b>Masadi Property Holding</b> | 11           |
| <b>Vision Construction</b>     | 13           |
| <b>Namgro Impex</b>            | 14           |

Attached, a map indicating the location of these blocks (**Annexure “C”**).

In terms of the signed agreement, the developer is required to complete the construction and installation of bulk and internal services within 36 months from the date of signing the agreement, **i.e. 31 August 2013 (Clause 3.1.6).**

According to Mr S F Skoppelitus of Messrs Masadi Property Holdings 23 (Pty) Ltd they will not be able to complete internal services within the agreed time period thus they need another 12 months. The delay for not completing the services was caused by the slowdown of economy and they were unable to obtain competent contractors to complete the internal services; also prospective buyers that wish to purchase their erven are struggling to secure finances from financial institutions.

Messrs Vision Investments CC also applied for their outstanding charges to be written off as per letter dated **20 March 2013**, however they were informed on **20 May 2013** (letter on file) that these charges are being levied in terms of Clause 14 of the signed Deed of Sale.

### 3. **DISCUSSION**

Messrs Masadi Property Holdings 23 (Pty) Ltd applies for an extension of 12 months to complete the installation of internal services to their extension (i.e until **31 August 2014**), including the exemption from paying basic services charges that will be levied from **1 September 2013**.

Clause 14 of the signed Deed of Sale makes provision for the levying of basic services charges as follows:

#### **14 PAYMENT OF CHARGES**

14.1 *The DEVELOPER shall be exempted for a period of 24 (twenty four) months as from the Signature Date, alternatively until the DEVELOPER has been issued with a Compliance Certificate in respect of the extension, expansion, installation and/or construction of the internal services, as the case may be, from paying site value rates. After the expiry of the 24 (twenty four) months period or upon issuance of the Compliance Certificate, whichever is the earlier date, the COUNCIL shall levy monthly and the DEVELOPER shall be liable to pay monthly, site value rates in respect of the Property based on such rate determined by COUNCIL from time to time in accordance with the Act.*

14.2 *In the event that the DEVELOPER erects improvements on the erven depicted on the Surveyor-General approved General Plan the COUNCIL shall levy monthly and the DEVELOPER shall be liable to pay monthly the prevailing improvement rates for the area comprising the erven depicted on*

the Surveyor-General approved General Plan based on such rate as may be determined by COUNCIL from time to time in accordance with the Act.

14.3 The DEVELOPER shall promptly pay all fees, charges and other levies or monies due to the COUNCIL in respect of any services, amenities of facility supplied or rendered by the COUNCIL to the Property, inclusive of any availability charge and minimum charges provided for in section 30(1)(u) of the Act.

14.4 The COUNCIL reserves the right to at any time make adjustments to the rates referred to in clause 14 as provided for in section 73(1B) of the Act or to levy penalties as provided for in the Act

cost per month

With reference to Clause 14.1 above, Messrs Masadi Property Holdings 23 (Pty) Ltd was exempted from payment of site value rates for 2 years (01 September 2010 until 31 August 2012).

According to Finance Department, Messrs Masadi Property Holdings 23 (Pty) Ltd is charged for 91 erven i.e a total of **N\$ 27 578.35 per month** as from **01 September 2012**. These charges were increased with 7,5% from **01 July 2013**, thus total **N\$ 29 646.73** per month. As from **01 September 2013**, Council will start levying the basic charges for services which will be an additional **N\$ 173.02** per erf.

#### **Summary of breakdown of municipal charges for Extension 20**

|   |  |   |
|---|--|---|
| ① | Rates & Taxes (site values) = N\$ 27 578.35 x 7,5% = <b>N\$ 29 646.73</b> (current)            | } |
| ② | Services Basic Charges = N\$ 173.02 x 91 erven = <b>N\$ 15 744.82</b> (from 01 September 2013) |   |
|   | Total  |   |

**N\$ 45 390.82**

Should Council consider waiving the basic services charges, Council will lose much needed income amounting to approximately N\$ 15 744.82 x 12 = **N\$ 188 937.84**

#### **4. BREACH OF THE CONTRACT**

Clause 18 of the sale agreement stipulates as follows:

18.1 In the event that the DEVELOPER breaches a material term (each and every term of this Agreement shall be regarded as a material term) or make default in any of the following respects:

- 18.1.1 without reasonable cause wholly suspends the implementation of the Project;
- 18.1.2 without reasonable cause wholly suspends or refuses to proceed with the expansion, extension, installation and construction, as the case may be, of the internal services with reasonable diligence;
- 18.1.3 refuses or to a substantial degree persistently neglects after notice in writing from COUNCIL to remove defective work or improper materials then if such breach or default shall continue for 14 (fourteen) days after written notice from the COUNCIL specifying the same, the COUNCIL shall be entitled but not obliged, without prejudice to any alternative or additional right of action or remedy available to the COUNCIL under the circumstances, to cancel this Agreement with immediate effect and to be repossessed of the Property and to recover from the DEVELOPER damages sustained as a result of the DEVELOPER'S breach and the cancellation of this Agreement.

18.3 Upon cancellation of this Agreement in terms of clause 18.1, above, the DEVELOPER shall have no claim for damages of whatsoever nature and more specifically shall not be entitled to be compensated for the expansion, extension, construction and installation, as the case may be, of the internal services or improvements made to the Property to that date. The COUNCIL may however demand that the DEVELOPER at its own costs and expense restore the Property to the state it was in on the first occupation date by compelling the DEVELOPER to

*dismantle and remove any internal services and improvements from the Property within a period of 60(sixty) days from the date of notice calling upon it to do so, failing which the COUNCIL shall be entitled to dismantle and remove at the DEVELOPER'S cost and expense the internal services and improvements. Notwithstanding anything to the contrary in this clause, the COUNCIL shall, in its sole discretion and without an obligation to compensate the DEVELOPER, be entitled to elect to take over all and any of the expanded, extended, installed and constructed internal services or improvements, as the case may be, to that date.*

Considering the above conditions and since there is not a condition in the sale agreement that enforces Council to charge the developer penalty for breach of the contract, it is proposed that a penalty clause be implemented and incorporated in all future agreements in order to ensure and prevent any breaching of contracts.

## **5. PROPOSAL**

It is proposed that Council considers granting Messrs Masadi Property Holding 23 (PTY) Ltd an extension of time to complete the installation of internal services until 31 August 2014 as per their project plan but not be exempted from paying basic services charges.

In future a penalty clause should be adopted by Council which will form part of the standard conditions of sale to discourage the breach of terms and conditions of the agreement.

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

### **RECOMMENDED:**

- (a) That the project plan submitted by Messrs Masadi Property Holdings 23 (Pty) Ltd be noted.**
  - (b) That the request from Messrs Masadi Property Holdings 23 (Pty) Ltd for the exemption of payment of the basic services charges from 01 September 2013 to 31 August 2014 not be approved.**
  - (c) That the payment of basic services charges by Messrs Masadi Property Holdings 23 (Pty) Ltd from 01 September 2013 to 31 August 2014 for the total amount of N\$188 937.84 be deferred to 31 August 2014 and that no interest will be levied.**
  - (d) That Messrs Masadi Property Holdings 23 (Pty) Ltd be granted an extension of time i.e. until 31 August 2014 to complete the installation of internal services as per attached project plan submitted as Annexure "A".**
  - (e) That, in future, a penalty clause be considered to ensure that developers are charged with an agreed penalty for breaching terms and conditions of the agreement.**
-

11.1.2 **REQUEST BY MESSRS ROSSMUND GOLF COURSE CC FOR EXEMPTION OF PAYMENT OF BASIC SERVICES CHARGES FOR ERVEN 115 TO 164, ROSSMUND**

(C/M 2013/09/26 - E 31, 33, RM, N 7/3/4/1)

Ordinary Management Committee Meeting of 12 September 2013, Addendum 7.2 page 08 refers.

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

**1. Introduction**

Messrs Rossmund Golf Course CC on **19 July 2013** applied for:

- *exemption from paying basic service charges and rates and taxes for erven 115 to 164, Rossmund (erven created from the subdivision of erven 31 and 33, Rossmund) until **July 2014**;*
- *extension of time to complete the installation of services on Erf 177 (previously known as Portion 116) Rossmund until **February 2015**;*
- *permission to construct the two substations on Erf 177, Rossmund at own risk.*

The application is **attached** as **Annexure “A”**.

The above requests were submitted to the Management Committee on **15 August 2013** and the following was resolved:

- (a) *That the presentation by Dr G Cloete of Messrs Rossmund Golf Course CC be noted.*
- (b) *That Messrs Rossmund Golf Course CC be informed to submit a Project Plan.*

**Project plan**

With reference to point (b) above, also **attached** as **Annexure “A”** is the project plan submitted by Messrs Rossmund Golf Course CC indicating an estimation of time for the installation of services on Erven 31 and 33, Rossmund and for Erf 177, Rossmund to commence from **02 September 2013 until 13 February 2015**.

With reference to the activities to be carried out on Erf 177, Rossmund, the developer indicated that they will start with the road works as **from 02 September 2013**. The plan must however show that they will start the installation of services after the General Plan is approved unless they specifically request permission from Council to commence with services prior to the approval of the General plan by the Surveyor General, and specifically undertake to install services at their own risk.

Although there is an approved diagram for Erf 177, Rossmund, the erf has not been transferred to Messrs Rossmund Golf Course CC as it will only be transferred once there is an approved General plan in order to calculate the size of the sellable land and consequently the purchase price.

In terms of the signed Deed of Sale; and as it is a standard condition of Council in every sale of land, Messrs Rossmund Golf Course CC is liable for paying rates and taxes for the erven of subdivision of Erf 177, Rossmund as from **01 March 2013** (considering the 24 months exemption). Following is clause 13.1 quoted from the deed of sale:

### **Clause 13.1**

*The developer shall be exempted for a period of 24 (twenty four) months as from the signature date, alternatively until the Developer has been issued a Compliance Certificate in respect of the extension, expansion installation and / or construction of the internal services, as the case may be from paying site value rates. After the expiry of the 24 (twenty four) months period or upon issuance of the Compliance Certificate, whichever is the earlier date, the Council shall levy monthly and the Developer shall be liable to pay monthly, site value rates in respect of the sellable land based on such rate determined by Council from time in accordance with the Act.*

According to our Finance Department, no charges are being levied on erven created from the subdivision of Erf 177, Rossmund as there is no approved General Plan. Should such be received and once the erven are included in the valuation roll, Council will start levying rates and taxes back dated from **01 March 2013** in terms of the Deed of Sale.

Following is a submission which was discussed by the Management Committee on **15 August 2013**:

**Annexure "D":** subdivision of Erf 177, Rossmund  
**Annexure "E":** the subdivision of Erf 31  
**Annexure "F":** the subdivision of Erf 33

## **2. Erf 31 and 33, Rossmund**

Erven 115 to 133, Rossmund were created as a result of the subdivision of Erf 33, Rossmund while Erven 134 to 169 Rossmund were created from the subdivision of Erf 31, Rossmund.

According to Dr Cloete of Messrs Rossmund Golf Course the said erven are not serviced, yet Council is levying basic services as well as rates and taxes on these erven. Although there is an approved general plan for these erven attached **Annexure "B"**, Messrs Rossmund Golf Course CC was unable to provide water and electricity to these erven as they have to connect electrical cables and water pipes from the electrical substation and water reticulation through or via Portion 116 (still to be transferred to Rossmund Golf Course cc - refer to Item 7.7 of **14 February 2013**).

According to our Finance Department, the bill referred to by the applicant dated **13 July 2013** was for rates and taxes (general rate and site value rates) only which is in the amount of N\$ 19 173.07 for all rateable erven, and not for basic services. No availability of services has been levied yet.

In terms of section 73 (1) of Local Authority Act, Act 23 of 1992 as amended:

*Subject to the provision of this Part, there shall be levied and paid by the owner of any rateable property in a local authority area, for the benefit of the funds of the local authority council, in respect of each financial year a rate on the basis of the valuation, as shown on the main valuation roll, of-*

- (a) *The whole of such rateable property, to be known as a general rate;*
- (b) *The land of such rateable property only, to be known as a site value rate*
- (c) *The improvements on such land only, to be known as an improvement rates*
- (d) *Such land and such improvements only, to be known as a site and improvement rate*

Furthermore, section 75 of the same act makes provision that the Local Authority Council can exempt any land or building or any part of such building used exclusively for purposes such as church, mission hospital,

school, hostel, sport organization, state aided institution etc. However none of the said erven are used for purposes of activities mentioned above therefore it is suggested that no exemption from paying rates and taxes be granted on erven 115 to 164, Rossmund.

Taking into consideration that there is an approved general plan for these erven and that the erven are listed on the **Interim Valuation Roll 2013**, Council is compelled to levy **site value rates** in terms of section 73 of the Local Authority Act (Act 23 of 1992).

Council will only levy **basic service charges** once there are services available or if it relates municipal land which was sold to a developer, in which case the memorandum of agreement between the developer and Council would prescribe when basic charges would come into operation.

Should Council consider exempting Messrs Rossmund Golf Course CC, only **basic service charges** could be considered.

#### Outstanding endowment fee for subdivision of erven 31 and 33, Rossmund

Note should also be taken Messrs Rossmund Golf Course is liable to pay Council an amount of **N\$ 80 258.80** as endowment for the subdivision of Erven 31 and 33 Rossmund (i.e. N\$ 38 351.15 – Erf 31 & N\$ 41 907.65 for Erf 33). See **Annexure “B”**.

These erven will not be transferred to third parties at the Deeds Registration Office unless proof of payment of the respective endowment fees is provided.

The subdivision of these two erven is indicated on **Annexures “E” and “F”**.

No endowment erf was created by the Rossmund Development.

#### Proposal

Since the services on erven 31 and 33, Rossmund will be completed by **30 July 2014** as per attached project plan, it is proposed that Council consider exempting Messrs Rossmund Golf Course CC from paying basic services for erven 115 to 169, Rossmund until **31 July 2014** but they not be exempted from paying site value rates as they do not qualify for exemption in terms of Section 75 of the Local Authorities Act 1992, Act 23 of 1992.

Should Council grant the applicant exemption from rates and taxes, Council will be acting *ultra vires* the Local Authorities Act.

### **3. Erf 177, Rossmund (previously Portion 116) – Annexure “D”**

Council on **31 May 2012**, under item 11.1.20 approved the layout plan for subdivision of Erf 177, Rossmund into 57 erven and Remainder. NAMPAB and Townships Board have now approved the subdivision as per (**Annexure “C”**) of Erf 177, Rossmund. Since there is an approved diagram for Portion 116, Council can transfer Erf 177, Rossmund as one erf and the purchase price must be determined based of the approved layout plan as there is no approved General Plan.

### Proposal

Since Erf 177, Rossmund is not yet transferred to Rossmund Golf Course CC, it is proposed that permission be given to Messrs Rossmund Golf Course CC to install services (two substations) on Erf 177, Rossmund at their own risk while the transfer is in process.

With reference to the deed of sale signed on **16 February 2011** entered into by Council and Messrs Rossmund Golf Course CC for the purchasing of Erf 177, Rossmund, following are conditions quoted from the signed sale agreement:

**Clause 8.1:** *"the Developer shall at its own costs and expense ensures the implementation of the project to the satisfaction of the COUNCIL within 48 (forty eight) months as of the signature dated (**16 February 2015**) and in accordance with the terms and conditions specified in this agreement:*

**Clause 9.1** *"the services to be extended, expanded, installed and /or constructed, as the case may be, by the developer shall comprise of external (bulk) and internal and will be completed within 24 (twenty four ) months as of the signature date(**16 February 2013**) and in accordance with the plan provided by the developer".*

### Proposal

Considering that the project plan submitted for Erf 177, Rossmund does not indicate survey work, it is proposed that Messrs Rossmund Golf Course CC be requested to submit a complete project plan indicating all activities to be carried on the erf including the installation of bulk and internal services.

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

#### **RECOMMENDED:**

- (a) That Messrs Rossmund Golf Course be granted an extension of time i.e. until 16 February 2015 to complete the installation of internal services for erven created from the subdivision of Erf 177, Rossmund.**
  - (b) That permission be granted to Messrs Rossmund Golf Course CC to construct services and electricity over Erf 177 (previously known as Portion 116), Rossmund, at their own risk.**
  - (c) That Council proceeds with the transfer of Erf 177, Rossmund in the name of Messrs Rossmund Golf Course CC; and the purchase price be calculated based on the layout plan approved by Council on 31 May 2012.**
  - (d) That the above amendments be reflected in an addendum to the original deed of sale for the account of the developer.**
  - (e) That Messrs Rossmund Golf Course CC be exempted until 31 July 2014 from paying basic services charges in respect of Erven 115 to 169, Rossmund, but that no exemption be granted for paying of rates and taxes.**
-

11.1.3 **APPLICATION TO PURCHASE A PORTION OF THE STREET BETWEEN ERVEN 170 AND 214, TAMARISKIA**  
(C/M 2013/09/26 - T 214)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 7.3 page 22 refers.

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

**1. Introduction**

With reference to the application of Mr T P Kooper dated **06 February 2013** to purchase a portion of the street adjacent to his Erf 214, Tamariskia, the Management Committee on **11 April 2013 under item 7.6** passed the following resolution:

*That the sale of a portion of the street measuring  $\pm 217\text{m}^2$  to Mr T P Kooper (owner of Erf 214, Tamariskia) at a purchase price of N\$ 59.94/m<sup>2</sup> be kept in abeyance.*

Mr P T Kooper was informed of the above resolution as per letter dated **22 April 2013** and a letter dated **16 July 2013 (Annexure "A")** was received from him inquiring why his application is on hold, if the same piece of land was already offered to the previous own of Erf 214, Tamariskia ( Mr S Wells).

The submission which was discussed by the Management Committee on **11 April 2013**, item 7.6 is herewith resubmitted for re-consideration

Mr P T Kooper, the current owner of Erf 214, Tamariskia applied as per **annexure "A"**, letter dated **06 February 2013** to purchase a portion of the street adjacent to his erf. According to Mr P T Kooper, the portion will be consolidated with Erf 214, Tamariskia.

A map indicating the portion is attached as **(Annexure "B")**.

In 2010, the portion in question was offered for sale to Mr S E Wells being the owner of Erf 214, Tamariskia at that time. Mr S E Wells later informed the Municipality that he is no longer intends to proceed with acquiring the portion sold to him. In the meantime Mr S E Wells sold his house to Mr T P Kooper.

**2. Background**

Following is the Council resolution passed on **29 April 2010** regarding the sale of the said portion to Mr S E Wells:

*That Council approves the alienation of a portion of the street adjacent to Erven 170 and 214, Tamariskia measuring  $\pm 217\text{m}^2$  to Mr S E Wells, subject to the following conditions:*

- (i) That the purchase price of the portion be determined based on the valuation of municipal valuator.*
- (ii) That Council approves the permanent closure of the street portion in terms of Section 50 (2) of the Local Authorities Act, 1992 as amended.*
- (iii) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.*
- (iv) That Council approves the rezoning of the street portion, from "Street" to "Single Residential".*



- (v) *That the purchaser be responsible and attends to the rezoning of the property from "Street" to "Single Residential".*
- (vi) *That the applicant be informed that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the street closure, advertising of the proposed alienation for objections, the appointment of a town planner to attend to the subdivision and consolidation, the appointment of the land surveyor and the payment of the transfer.*
- (vii) *That the development must comply with the provisions of the Town Planning Scheme.*
- (viii) *That any relocation/upgrading of municipal services will be for the account of the applicant.*
- (ix) *That the applicant takes note that no rights will accrue to the applicant unless all the abovementioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*

Subsequent to the above resolution, valuations were obtained from Messrs The Trust & Estate Co (Pty) and Messrs Nasikama Property Valuation & Consulting Ltd (**Annexure "C"**) assuming the zoning of the portion as *"Single Residential"*:

- *The Trust & Estate Co (Pty)* = N\$ 120.00/m<sup>2</sup>
- *Nasikama Property Valuation & Consulting* = N\$ 250.00/m<sup>2</sup>

The above mentioned valuations were submitted to Council who on **30 September 2010**, under item **11.1.27** passed the following resolution:

*That the alienation of the street portion adjacent to Erven 170 and 214, Tamariskia, measuring ±217m<sup>2</sup> at the purchase price of N\$59.94/m<sup>2</sup> subject to the conditions approved by Council on 29 April 2010 under item 11.1.20 be approved.*

The above resolution was conveyed to Mr S E Wells who on **05 May 2011** informed Council that he no longer intends purchasing the portion.

Following are the comments which were obtained from Engineering Services Department at time Mr S E Wells applied to purchase the portion:

- *The proposed portion measures ± 217m<sup>2</sup>.*
- *No municipal services cross the portion.*
- *There is an electrical kiosk at the front corner of Erf 170, Tamariskia.*
- *The proposed portion is currently being used as entrance to Erf 214 and Erf 170, Tamariskia.*
- *Erven 180 and 181, Tamariskia are accessed from Franziska van Neel Street.*

From **Annexure "B"** it can be concluded that the sale of the street portion does not affect the access and egress to Erf 170, Tamariskia.

### 3. **Discussion**

Mr T P Kooper being the current owner of Erf 214, Tamariskia applied to purchase the same portion which was approved for sale to Mr S E Wells. The application of Mr P T Kooper was discussed at the Planning Forum on **26 February 2013** and it was suggested that Engineering Service Department and Traffic Services provide comments to the Corporate Services Department before the application of Mr P T Kooper is submitted to the Management Committee for consideration. Traffic Services informed Corporate Services that they do not have any objection to the sale of the proposed portion. No further comment was received from Engineering Services Department.

In order to consolidate the proposed portion with Erf 214, Tamariskia, Mr T P Kooper will attend to the statutory procedures such as, the permanent closure of the portion of the street, subdivision and consolidation thereof should Council approve to sell the portion to Mr P T Kooper.

4. **Conclusion**

Taking into consideration that there is no restriction to prohibit Mr P T Kooper to purchase the portion applied for, it is proposed that Council approved the sale of the street portion as indicated on the map attached as **Annexure "B"** to Mr P T Kooper in the same manner as it was offered to Mr S E Wells.

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

**RECOMMENDED:**

**That Council repeal its resolutions of 29 April 2010, item 11.1.20 and 30 September 2010, item 11.1.27 for selling the street portion to Mr S E Wells as indicated as per attached layout plan (Annexure "B") and replace it with the following:**

- (a) That the sale of a portion of the street measuring  $\pm 217\text{m}^2$  to Mr T P Kooper (owner of Erf 214, Tamariskia) at a purchase price of N\$59.94/m<sup>2</sup> be approved.**
  - (b) That the proposed portion be subdivided from the street and be consolidated with Erf 214, Tamariskia.**
  - (c) That in terms of Section 50 (2) of the Local Authorities Act, 1992 as amended, the proposed portion be closed permanently at the cost of the applicant.**
  - (d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.**
  - (e) That the applicant be informed that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the street closure, advertising of the proposed alienation for objections, the appointment of a Town Planner to attend to the subdivision and consolidation and Environmental Impact Assessment (if required), the appointment of the land surveyor and the payment of the transfer.**
  - (f) That the development must comply with the provisions of the Town Planning Scheme.**
  - (g) That any relocation / upgrading of municipal services will be for the account of the applicant.**
  - (h) That the applicant takes note that no rights will accrue to the applicant unless all the above mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.**
-

11.1.4 **DETERMINATION OF THE PURCHASE PRICE FOR OPEN SPACE BETWEEN ERVEN 1894 AND 1919, SWAKOPMUND**  
(C/M 2013/09/26 - E 1894, E 1919, N 8/10/2)

Ordinary Management Committee Meeting of 12 September 2013, Addendum 7.4 page 30 refers.

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

**1. Introduction**

With reference to the application of Dr Q Gurirab (owner of Erf 1894, Swakopmund) to purchase the closed Manta Street to be consolidated with Erf 1894, Swakopmund, Council on **31 January 2013** under item 11.1.5 passed the following resolution:

*That resolution of 26 July 2012, item 11.1.10 to reopen Manta Street be repealed and replace it with the following:*

- (a) *That Manta Street remains closed.*
- (b) *That the application of Dr Q Gurirab to purchase the closed Manta Street and consolidate it with Erf 1894, Swakopmund be approved.*
- (c) *That the Engineering Services Department confirms the exact size of the portion.*
- (d) *That the purchase price of the portion be obtained from the Municipal valuator and an additional valuator, assuming a zoning as "Single Residential".*
- (e) *.....*

Dr Q Gurirab was informed of the above resolution, to which he responded as per **Annexure "C"** that he accepts Council's resolution and wish to proceed with the purchase of the street and relocate the services at his own cost.

**2. Valuation**

With reference to point (d) of the above Council's resolution, the following valuations were obtained from Messrs The Trust & Estate Co (Pty) and Messrs Nasikama Property Valuation & Consulting (**Annexure "A"**) assuming the zoning as *"Single Residential"*:

- The Trust & Estate Co (Pty) = N\$500/m<sup>2</sup>
- Nasikama Property Valuation & Consulting = N\$745.50/m<sup>2</sup>

Council on **31 January 2013** approved the revised Property Policy in terms of which Council considers the average of the valuations received as the purchase price. Following is quoted from the Property Policy:

**7.5 DETERMINATION OF PURCHASE PRICE AND ANNUAL ESCALATION THEREOF**

**7.5.1 Sale by Private Transaction or Tender**

*That the probable market valuation assuming the intended zoning be obtained from Council's appointed municipal valuer and two additional valuers of which the average of the three valuations be*

*used to determine a purchase price, for consideration and approval by Council.*

- (i) should a period of more than one year, but less than 5 years, lapse since Council approved a purchase price, the purchase price be escalated with 5% per annum and be submitted to Council for approval.*
- (ii) should a period of more than five years lapse since approval by Council of the purchase price, fresh valuations be obtained and submitted to Council for approval.*

Taking the above into consideration the average valuations of the two valuations obtained is calculated as  $\text{N\$}622.75/\text{m}^2 \times 872\text{m}^2 = \text{N\$}543\,038.00$  ( $\text{N\$}543\,000.00$ ).

A map indicating the location the closed Manta Street is attached as **Annexure "B"**.

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

**RECOMMENDED:**

- (a) That the sale of the closed Manta Street to the owner of Erf 1894, Swakopmund (Dr Quincy Gurirab) at a purchase price of  $\text{N\$}622.75 \times 872\text{m}^2 = \text{N\$}543\,000.00$  and subject to the conditions approved by Council on 31 January 2013, be approved.**
  - (b) That Dr Q Gurirab confirms in writing acceptance of the purchase price.**
-

11.1.5 **REQUEST BY MESSRS M SHIKONGO INVESTMENT GROUP CC FOR EXEMPTION FOR PAYMENT OF RATES AND TAXES**

C/M 2013/09/26 - G 3/9/10)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 7.5 page 36 refers.

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

**1. INTRODUCTION**

The attached application, **Annexure “A”** was received from Messrs Sisa Namandje & Co. Incorporated on behalf of Messrs M Shikongo Investments Group CC requesting for exemption from paying rates and taxes for Extension 19, (previously known as block 10).

Messrs Sisa Namandje & Co. Incorporated indicated in their letter referred above that the Corporate Services Department delayed the process for the cancellation of the notarial deed therefore they are of the opinion that the developer needs to be exempted from paying rates and taxes for the period starting from 05 April 2013 until 21 May 2013 (the period the cancellation document was processed and signed).

|              |                      |   |  |
|--------------|----------------------|---|--|
| <i>Note:</i> | <b>13 March 2013</b> | - | <i>Corporate Services received documentation for signing to cancel the notarial condition from Messrs Sisa Namandje &amp; Co. Incorporated;</i>  |
|              | <b>15 March 2013</b> | - | <i>The documentation was signed and couriered to Messrs Sisa Namandje &amp; Co. Incorporated;</i>  |
|              | <b>02 April 2013</b> | - | <i>Corporate Services enquired whether Messrs Sisa Namandje &amp; Co. Incorporated received the documentation; they confirmed that they received the documentation, but not the original notarial deed.</i>  |
|              |                      | - | <i>Corporate Services immediately contacted Messrs Conradie &amp; Damaseb Attorneys who attended to the transfer, requesting them to provide the original notarial deed to Messrs Sisa Namandje &amp; Co. Incorporated, as Corporate Services do not have the original notarial deed (Messrs Sisa Namandje &amp; Co. Incorporated was aware that Messrs Conradie &amp; Damaseb Attorneys was requested to provide the document).</i> |

Although the letter from Messrs Sisa Namandje & Co. Incorporated states that the Municipality delayed the process for the cancellation of the notarial deed, Mr Shikongo on **07 August 2013** visited the Manager: Corporate Services and it became clear that the appointed town planner of the developer have not promulgated the townships establishment for publication in the Government Gazette and for this reason they cannot transfer individual erven to third parties.

Furthermore the completion date for the project was **August 2012**, accordingly they were already late and had to pay rates and taxes.

Meanwhile the Municipality is levying rates and taxes on erven of extension 19 as the erven are part of the approved interim valuation roll although the townships is not yet proclaimed. The developer is of the opinion that Council should exempt them from paying rates and taxes until the proclamation is finalised.

## 2. **DISCUSSION**

### (i) **Condition of sale as per signed Deed of Sale**

Council and Messrs M Shikongo Investments Group CC entered into a sale agreement on **31 August 2010** for purchasing Extension 19. The extension was transferred in the developer's name on **28 September 2011**.

Even though the extension is transferred in the name of the developer, they were unable to transfer individual erven to their prospective purchasers as the township was not proclaimed in the Government Gazette.

In terms of the conditions of sale applicable to all neighbouring block developers, the developers are required to pay rates and taxes as follows:

*Clause 14.1 The DEVELOPER shall be exempted for a period of 24 (twenty four) months as from the Signature Date, alternatively until the DEVELOPER has been issued with a Compliance Certificate in respect of the extension, expansion, installation and/or construction of the internal services, as the case may be, from paying site value rates. After the expiry of the 24 (twenty four) months period or upon issuance of the Compliance Certificate, whichever is the earlier date, **the COUNCIL shall levy monthly and the DEVELOPER shall be liable to pay monthly, site value rates** in respect of the Property based on such rate determined by COUNCIL from time to time in accordance with the Act.*

With reference to the above clause, Messrs M Shikongo Investments Group CC was exempted from payment of site value rates for 2 years **(i.e. 01 September 2010 until 31 August 2012)**.

Finance Department confirmed that Extension 19 is contained in the interim valuation roll 2013 therefore the Municipality is required to charge the developer rates and taxes on erven in terms of Section 73 of the Local Authorities Act, Act 23 of 1992.

### (ii) **Rates levied on rateable property**

Section 73 (1) of the Local Authority Act, Act 23 of 1992 stipulated as follows;

*Subject to the provision of this Part, there shall be levied and paid by the owner of any rateable property in a local authority area, for the benefit of the funds of the local authority council, in respect of each financial year a rate on the basis of the valuation, as shown on the main valuation roll, of-*

- (a) *The whole of such rateable property, to be known as a general rate;*
- (b) *The land of such rateable property only, to be known as a site value rate*
- (c) *The improvements on such land only, to be known as an improvement rates*
- (d) *Such land and such improvements only, to be known as a site and improvement rate*

Furthermore, section 75 of the same act makes provision that a Local Authority Council can exempt any land or building or any part of such building used exclusively for purposes such as church, mission hospital, school, hostel, sport organization, state aided institution etc. Considering that Messrs M Shikongo Investment Group CC is not one of the above mentioned organizations, their application for exemption from paying rates and taxes cannot be considered.

### **Other similar applications received**

An application was received from Messrs Vision Investments CC on **20 March 2013** requesting Council to write off their outstanding charges. They were informed on 20 May 2013 that these charges are being levied in terms of Clause 14 of the signed Deed of Sale.

Other applications were received from Messrs Masadi Property Holdings 23 (Pty) Ltd and Messrs Rossmund Golf Course CC requesting exemption paying basic services charges as well as rates and taxes. Their applications were submitted to the Management Committee who on **15 August 2013** resolved that the two **applicants be informed to submit their Project Plans.**

It was proposed to Management Committee that Council may consider granting Messrs Masadi Property Holding 23 (PTY) Ltd an extension of time to complete the installation of internal services until 31 August 2014, but not be exempted from paying basic services charges and rates and taxes as they do not qualify in terms of the Local Authorities Act.

### **3. PROPOSAL**

It is proposed that Council takes note of the request for exemption from paying rates and taxes from Messrs Sisa Namandje & Co. Incorporated for Extension 19 and that request for exemption be declined as they do not qualify in terms of the Local Authorities Act.

Should Council consider their application, Council will be acting *ultra vires* the Local Authorities Act.

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

### **RECOMMENDED:**

**That the application of Messrs Sisa Namandje & Co. Incorporated on behalf of Messrs M Shikongo's Investments Group CC requesting for exemption from paying rates and taxes for Extension 19 not be approved as the erven appear in the interim valuation roll of 2013 and the developer does not qualify in terms of Section 75 of the Local Authorities Act (Act 23 of 1992) for an exemption.**

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11.1.6 **PRO-ED AKADEMIE - CORRECT NAME FOR TRANSFER PURPOSES**  
(C/M 2013/09/26 - G 3/9/12)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 7.6 page 42 refers.

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

**1. INTRODUCTION**

Council on **31 July 2013** approved the sale of Extension 21 to Messrs Pro-Ed Akademie:

- (a) *That Council in principle approves the sale of Portion 112 (a Portion of Portion B) of Swakopmund Town and Townlands No 41, (is reserved to be Extension 21); measuring 100 059m<sup>2</sup> to Messrs Pro-Ed Akademie at a purchase price of N\$ 2 026 695.00 (i.e. 50% of the cost of installation of service being N\$20.25 x 100 059m<sup>2</sup>), subject to the conditions of sale for land to schools as contained in Council's revised Property Policy, (Annexure "C") and point (b) below.*
- (b) *That the alienation be advertised in terms of the Local Authorities Act, (Act 23 of 1992), as amended.*
- (c) *That Messrs Pro-Ed Akademie provides a complete report with all geotechnical-, traffic studies and mechanical specifications to the Engineering Department.*
- (d) *That it be noted that currently no purified effluent is available in this area until the new sewage plant is fully operational, a new reservoir has been built for purified effluent and the network has been extended to this suburb.*

Messrs Pro-Ed Akademie was informed of Council's resolution and confirmed on **27 August 2013** that they accept Council's conditions. The required N\$3 000.00 was paid for publication of Council's intention to sell and also the constitution was provided for transfer purposes.

It was noted that the name referred to in the constitution is **Pro-Ed Academy Parents Association**, being the entity in which the school's property is registered.

**2. Amendments**

**2.1 Correct Name**

In order to advertise Council's intention to sell Extension 21 to Messrs Pro-Ed Academy Parents Association, Council's resolution passed on **31 July 2013** must be amended accordingly.

**2.2 Correct Property Description**

As per the above Council resolution, the land being sold is referred to as Portion 112 (a Portion of Portion B) of Swakopmund Town and Townlands No 41, (reserved to be Extension 21) – the portion of land is registered in the Deeds Office as Extension 21.

Also for purposes of advertising, the area will be referred to as Extension 21.



3. **Proposal**

It is proposed that the name of the entity and the property description where these appear in Council's resolution passed on **31 July 2013**, be amended accordingly.

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

**RECOMMENDED:**

**That Council's resolution passed on 31 July 2013 under item 11.1.10 be amended as follows:**

- (i) That wherever the name of the entity is stated as Pro-Ed Academy, it be replaced with Pro-Ed Academy Parents Association; and*
  - (ii) That the property description of the land referred to in point (a) as Portion 112 (a Portion of Portion B) of Swakopmund Town and Townlands No 41, be replaced with Extension 21.*
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11.1.7 **HANDLING OF COUNCIL'S CURRENT ACCOUNT**

(C/M 2013/09/26 - D 1)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.1 page 01 refers.

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

The purpose of this submission is to inform the Council as to the proposals received from all four registered Commercial Banks operating within the borders of Namibia and to recommend to Council as to the most advantageous proposal received.

**Introduction**

Council at its meeting held on **24 June 2010** under item 11.1.7 (b) resolved as follows:

*That the appointment of Messrs Bank Windhoek as Council's banker for the period 01 July 2010 to 30 June 2013 as per the proposed fees (on file) which will be valid for the aforementioned period, be approved.*

As per the above resolution, the offer awarded to Messrs Bank Windhoek for the handling of Council's current account expired on **30 June 2013**, however due to some administrative logistics, new proposals for the handling of Council's current account could not be called for on time. The informal proposals were however called for at the beginning of **July 2013** with the closing date being **30 July 2013**.

**General**

The handling of Council's current account was re-allocated to Bank Windhoek for the third consecutive time, meaning that Bank Windhoek has been Council's banker for the past nine years.

The main reason for altering bankers is to provide scrutiny on cost competitiveness, hence ensuring that cost is reduced and alleviation of monopoly by one preferred banker is avoided. The proposal required that all fees (cost) proposed remain fixed for the period.

From a Corporate Governance point of view, it is not good governance to remain with the same commercial bank for a long period of time. It is therefore imperative to reshuffle the bankers on a continuous basis which will enhance Corporate Governance at all times. For example, Council's Insurance Portfolio is revised annually whereas the broker's services are revised every second year and the most favorable one in terms of cost is chosen, same is done with Store items and fuel & oil suppliers.

Daily bank charges seem to be small and simple amounts, however at the end of the year it turns up to be a huge cost to Council. The bank charges for the past three years ending **June 2013**, **June 2012** and **June 2011** have been N\$ 451 862-00, N\$ 385 321-00, and N\$ 374 583-00 respectively, for main account and Tourism account and Build Together account for example.

## Law

In terms of regulation 20 (1) (b) (iii) of the tender board regulations, Council may be exempted from inviting tenders if this type of service is regarded as professional services. Therefore all registered Commercial Banks operating in Namibia were invited on informal basis as per **attached** letters (**Annexure A to D**) to provide their proposals as per **attached** (**Annexure E to F**), for the handling of Council's current account.

## Evaluation criteria

The due date for the submission of proposals was **30 July 2013** and all proposals were received on or before the said due date. The evaluation was then done and the results of the detailed evaluation are attached as **Annexure G**. The criterion for the evaluation was that each Commercial Bank scored one mark for each most favorable offer. In case where more than one Commercial Bank has scored equally, one mark was allocated to each for that specific item. The scores were then added up to ascertain which Commercial Bank has scored the most scores per item most favorably. The evaluation was strictly based on proposals as originally obtained from all Commercial Banks only, on or before the closing date.

From the total of twenty six items, nine have been selected as core items. Core items are regarded as those that have an influence on Council's bank statement on a daily basis in terms of bank cost. As per the evaluation sheet, they are items; 1 (interest on credit balance), 3 (daily cash deposit fee - own deposits), 4 (daily cheque deposit fee - own deposits), 6 (daily bank statement fee), 7 (direct deposit fee by clients - cash), 8 (direct deposit fee by clients - cheque), 13 (Service fee on cheques issued), 22 (fees for credit card machine) and 23 (fees for debit card payments). All these items are with an asterisk on the evaluation sheet (**Annexure G**).

## Evaluation results

Evaluation in terms of all twenty six items revealed the following results:

| <b>BANK NAME</b>           | <b>POINTS SCORED</b> | <b>PERCENTAGE SCORED</b> |
|----------------------------|----------------------|--------------------------|
| <i>Bank Windhoek</i>       | 6                    | 23                       |
| <i>First National Bank</i> | 12                   | 46                       |
| <i>Standard Bank</i>       | 7                    | 27                       |
| <i>Nedbank</i>             | 8                    | 31                       |

Evaluation in terms of nine core items only, revealed the following results:

| <b>BANK NAME</b>           | <b>POINTS SCORED</b> | <b>PERCENTAGES SCORED</b> |
|----------------------------|----------------------|---------------------------|
| <i>Bank Windhoek</i>       | 2                    | 22                        |
| <i>First National Bank</i> | 6                    | 67                        |
| <i>Standard Bank</i>       | 2                    | 22                        |
| <i>Nedbank</i>             | 5                    | 56                        |

It is evident from the above evaluation results that First National Bank has scored most favorably in both categories, meaning that the fees structure proposed by First National Bank will be most beneficial to the

Council. Also the commitment that the fees structure as proposed will be fixed for the period of three years, i.e. from the effective date.

If Council agrees to appoint First National Bank as their banker, approval must also be granted that two accounts be managed con-currently till finalization of all logistics, such as:

1. *Informing consumers of account change.*
2. *Setting up Internet.*
3. *Utilization of Bank Windhoek's cheques and to enable time for First National Bank to get their own cheques.*

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

**RECOMMENDED:**

- (a) That the proposal for the handling of Council's current account for the next three year be awarded to First National Bank, effective from October 2013.
  - (b) That new informal proposals for the handling of Councils current account be invited during September 2016.
  - (c) That both the Build Together current account, Tourism current account and the Tourism Key Deposit account also be handled by First National Bank.
  - (d) That the General Manager: Finance be mandated to enter into negotiations with First National Bank to negotiate for competitive rates in few areas where other commercial banks have submitted more favorable offers and that such results be submitted to Council for information.
  - (e) That, in order to ensure that the transfer of current account banking services from Bank Windhoek to First National Bank proceeds smoothly, permission is granted to the General Manager: Finance to operate the First National Bank and Bank Windhoek accounts simultaneously until 30 June 2014 and that the First National Bank account be used exclusively thereafter.
  - (f) That the matter be submitted to Tender Board for information.
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**REQUEST FOR EXEMPTION FROM PAYING RENTAL FEES FOR MUNICIPAL FACILITIES AND EQUIPMENT DURING THE 2013 SAIMSA GAMES**

(C/M 2013/09/26 - J 10/1)

**Ordinary Management Committee Meeting of 12 September 2013, Addendum 8.2 page 04 refers.**

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

The Swakopmund Municipal Sport and Social Club, on behalf of the Local Organizing Committee of the 2013 SAIMSA Games, is seeking for exemption, from Council, from paying rental fees for the use of municipal owned facilities during the 2013 SAIMSA Games. The period of exemption is from **18 - 28 September 2013**.

The request for exemption includes the use of Municipal equipment and tools such as chairs, stage blocks and tables. The tables below illustrate the costs.

| #                        | Facility                   | Daily Rental Fee (N\$) | Total Rental Fee (N\$) (for 10 days) |
|--------------------------|----------------------------|------------------------|--------------------------------------|
|                          | Mondesa Sport Field        | 1 587.00               | 15 870.00                            |
|                          | Tamariskia Sport Field     | 1 430.10               | 14 301.00                            |
|                          | Vineta North Sport Field   | 1 586.00               | 15 860.00                            |
|                          | Vineta Central Sport Field | 3 341.60               | 33 416.00                            |
|                          | Swakopmund Town Hall       | 714.00                 | 7 140.00                             |
|                          | Meduletu Community Hall    | 363.00                 | 3 630.00                             |
|                          | Mole Beach Area            | 500.00                 | 5 000.00                             |
| <b>Total Rental Cost</b> |                            |                        | <b>95 217.00</b>                     |

| #                        | Equipment                       | Daily Rental Fee (N\$) | # of Units | Total Rental Fee (N\$) (for 10 days) |
|--------------------------|---------------------------------|------------------------|------------|--------------------------------------|
|                          | Chairs                          | 8.00                   | 600        | 48 000.00                            |
|                          | Podium                          | 61.00                  | 1          | 61.00                                |
|                          | Stage Blocks                    | 85.00                  | 6          | 5 100.00                             |
|                          | Mobile Pavilions                | 85.00                  | 30         | 25 500.00                            |
|                          | Transportation of All Equipment | 594.00                 | 6          | 3 564.00                             |
| <b>Total Rental Cost</b> |                                 |                        |            | <b>82 225.00</b>                     |

|                    |                   |
|--------------------|-------------------|
| <b>Grand Total</b> | <b>177 442.00</b> |
|--------------------|-------------------|

The sport fields are not equipped with goal posts, corner flags and sufficient number of goal post nets. It is in light of this that the Local Organizing Committee approached LA Sport, in Swakopmund to sponsor the games with 6 sets of goal posts. Each set is valued at about N\$17 000.00, bring the total sponsorship amount to N\$102 000.00.

In addition, the Local Organizing Committee has committed its self towards donating 90% of the equipment with an estimated value of N\$80 000.00, after the games, to the Municipal Sport and Social Club, the Sport Office and the Community Sport Groups (to be identified).

It is in view of the above, the request for exemption it is presented to Council for consideration.

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

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

- (a) That the cost of N\$177 442.00 for the rental of Municipal sport and recreation facilities and equipment be exempted and be condoned as presented by the Swakopmund Municipal Social and Sport Club in the tables below:

| #                        | Facility                          | Daily Rental Fee (N\$) | Total Rental Fee (N\$) (for 10 days) |
|--------------------------|-----------------------------------|------------------------|--------------------------------------|
|                          | <i>Mondesa Sport Field</i>        | 1 587.00               | 15 870.00                            |
|                          | <i>Tamariskia Sport Field</i>     | 1 430.10               | 14 301.00                            |
|                          | <i>Vineta North Sport Field</i>   | 1 586.00               | 15 860.00                            |
|                          | <i>Vineta Central Sport Field</i> | 3 341.60               | 33 416.00                            |
|                          | <i>Swakopmund Town Hall</i>       | 714.00                 | 7 140.00                             |
|                          | <i>Meduletu Community Hall</i>    | 363.00                 | 3 630.00                             |
|                          | <i>Mole Beach Area</i>            | 500.00                 | 5 000.00                             |
| <b>Total Rental Cost</b> |                                   |                        | <b>95 217.00</b>                     |

| #                        | Equipment                              | Daily Rental Fee (N\$) | # of Units | Total Rental Fee (N\$) (for 10 days) |
|--------------------------|--|------------------------|------------|--------------------------------------|
|                          | <i>Chairs</i>                          | 8.00                   | 600        | 48 000.00                            |
|                          | <i>Podium</i>                          | 61.00                  | 1          | 61.00                                |
|                          | <i>Stage Blocks</i>                    | 85.00                  | 6          | 5 100.00                             |
|                          | <i>Mobile Pavilions</i>                | 85.00                  | 30         | 25 500.00                            |
|                          | <i>Transportation of All Equipment</i> | 594.00                 | 6          | 3 564.00                             |
| <b>Total Rental Cost</b> |  |                        |            | <b>82 225.00</b>                     |
| <b>Grand Total</b>       |  |                        |            | <b>177 442.00</b>                    |

- (b) That it be noted that the donated items by the Local Organising Committee will add significant value to Municipal facilities and the communities of Swakopmund.

11.1.9 **MESSRS ROCKET INVESTMENTS CC REQUEST TO SUBLET THE SECURITY BOOTH AND THE MUSEUM AT THE JETTY ENTRANCE**  
(C/M 2013/09/26 - N 7/2/2)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.9 page 52 refers.

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

**1. Application**

The **attached** letter (**Annexure "A"**) dated **28 August 2013** was received from Messrs Rocket Investments CC requesting Council's permission to sublet a portion of the landward section of the jetty being the security booth and the museum situated at the jetty entrance to Messrs Swakop Ballooning CC.

**2. Background**

The Municipal Council of Swakopmund and Messrs Rocket Investments CC signed a lease agreement for leasing of the jetty comprising of: a security booth and a museum on the landward section of the jetty; a bar, restaurant, viewing deck and small shops / kiosks for a period of 25 years, on **24 March 2009**.

Currently Messrs Rocket Investments CC intends to sublet the security booth and the museum to Messrs Swakop Ballooning CC. In terms of the signed lease agreement between Council and Messrs Rocket Investments CC, the Lessee shall obtain consent from Council should he wish to sublet the jetty or part of the jetty.

Following are the clauses quoted from the lease agreement.

**Clause 6.1**      *The lessee shall not use the Jetty for the purpose other than provided for in this agreement, without the prior consent of the Lessor, which consent shall not be withheld unreasonably.*

**Clause 6.2:**      *Save for the line shops (referred in Clause 5.4.2 supra), which the LESSEE shall be entitled to let out without the LESSORS prior consent, the LESSEE shall not be entitled to sublet the Jetty or any portion thereof, nor cede, assign or delegate any of its right and obligation stipulated in the agreement without the prior consent of the LESSOR, which consent shall not be withheld unreasonably.*

With reference to Clause 6.2 above Messrs Rocket Investments CC requests a written consent from Council to sublet the security booth and the museum at the jetty to Messrs Swakop Ballooning CC.

According to Messrs Rocket Investments CC, they will remain responsible for the lease property in terms of the original lease agreement, but they suggest that Messrs Swakop Ballooning CC indemnifies Council against all claims of any nature which may arise from occupation of the premises.

3. **Proposal**

A diligent investigation revealed no grounds to refuse Messrs Rocket Investments CC to sub lease the proposed portion of the landward section to Messrs Swakop Ballooning CC as long as Messrs Rocket Investments CC remains responsible for the lease property. In fact it will lead to greater use of the Jetty which is good for Swakopmund.

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

**RECOMMENDED:**

- (a) That permission be granted to Messrs Rocket Investments CC to sublet the security booth and the Museum at the jetty to Messrs Swakop Ballooning CC.**
  - (b) That Messrs Rocket Investments CC indemnify Council from any claims of any nature that may arise from subleasing the property referred in (a) above to Messrs Swakop Ballooning CC.**
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11.1.10 **APPLICATION TO LEASE TWO PARKING BAYS ON ERF 266, SWAKOPMUND**

(C/M 2013/09/26 - E 266)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.10 page 56 refers.

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

**1. Introduction**

A letter attached as **Annexure “A”** dated **25 June 2013** was received from Messrs DF Malherbe & Partners on behalf Messrs Stadtmitte Pty Ltd requesting Council to lease two parking bays on Erf 266 ABC to accommodate four trading wagons thereon.

A map indicating the proposed parking bays, is attached as **Annexure “B”**.

According to the applicant, the wagons will be utilized by small business owners to trade; meaning that Messrs Stadtmitte (Pty) Ltd will sublet the wagons to small business owners to trade from by selling their goods and products.

**2. Area applied for**

As per **Annexure “B”** the area applied for by the applicant is already allocated to Messrs Kazak African Experience Cultural Tourism (KAECT) for a mobile food kiosk. Although Messrs KAECT is not yet on site, he will start operating once his business is registered with Health Department.

**3. Discussion**

Messrs Stadtmitte (Pty) Ltd purchased five wagons in order to assist small business owners to trade within the Central Business District (CBD) by making use of wagons to sell different types of products and goods on small scale. Two wagons were located at Areva Plaza but due to complaints received from the Body Corporate at the Areva Plaza, they decided to move the wagons.

Since there is no space at Stadtmitte to accommodate more wagons, Messrs Stadtmitte (Pty) Ltd is requesting Council to avail two parking bays on Erf 266, ABC to accommodate four wagons. If Council allocates two parking bays on Erf 266, ABC, Messrs Stadtmitte (Pty) Ltd will offer 25% (N\$ 250.00) as monthly rental per wagon which amounts N\$1 000.00.

Council's rental tariff for a demarcated mobile kiosk site is N\$300.00 per month.

It should also be noted that Council is not in favour of lessees subletting leased properties to third parties without Council's consent, therefore the business idea to create job opportunities for small and medium enterprises to utilise wagons to sell their goods can be supported. However Council will only consider entering into lease agreements directly with individual persons and not with the supplier of the wagons.

4. **Alternative Sites**

Taking into consideration that the proposed parking bays are reserved for Messrs Kazak African Experience Cultural Tourism (KAECT) and that there is already a shortage of parking space in the CBD, Council can consider instead to reserve four sites at **Erf 118, Swakopmund**.

With reference to Erf 118, Swakopmund, Council among other, passed the following resolution on **24 November 2011**, under item 11.1.18:

- (b) *That Erf 118, Swakopmund be reserved for hawkers, parking and flea markets.*
- (c) *That Erf 118, Swakopmund be paved and demarcated into numbered stalls for hawkers and parking spaces and that a monthly market flea be held on certain weekends.*
- (f) *That the ablution facility on Erf 118, Swakopmund be upgraded.*
- (i) *That the Engineering Services Department ensures that budgetary provision is made for (c) and (f) above in the 2012/2013 budget.*

Sufficient space is also available at the **new parking area across Ocean Basket** to accommodate mobile kiosks for Small and Medium Entrepreneurs; but cannot be considered as no public ablution facilities are available.

It should also be noted that these wagons need to be removed at night and the sites at Erf 118, Swakopmund and the parking area across Ocean Basket are far from any secure area to keep these wagons overnight.

5. **Council's Policy - demarcated areas for mobile FOOD kiosks**

Council has the following demarcated sites for mobile food kiosks which are being leased on a monthly basis at a rental amount of N\$300.00 (excluding VAT) per month, subject to registration at the Health Services Department:

- ① ***two mobile food kiosk sites north of the swimming pool***
- ② ***four parking areas north of the Ministry of Fisheries***
- ③ ***one site at the skateboard ramp area***
- ④ ***three areas south of the tennis courts***

Authority is vested with the Chief Executive Officer as per Council's resolution of **24 November 2009** to approve additional sites on a trial basis upon application at the tariff as approved by Council for public places, in co-operation with the Traffic Section and subject to registration at the Health Services Department;

|                      | <b><i>For an area of 16m<sup>2</sup> or less</i></b> | <b><i>For an area bigger than 16m<sup>2</sup></i></b> |
|----------------------|--|---|
| <i>Daily</i>         | <i>N\$ 50</i>  | <i>N\$ 75</i>   |
| <i>Weekends</i>      | <i>N\$ 75</i>  | <i>N\$ 100</i>  |
| <i>Long weekends</i> | <i>N\$ 100</i>                                       | <i>N\$ 300</i>  |
| <i>Monthly</i>       | <i>N\$ 300</i>                                       | <i>N\$ 500</i>  |

For information, additional conditions as contained in the standard lease agreement for temporary periods:

- *The HIRED PROPERTY shall be utilized by the LESSEE for the purpose of parking a mobile kiosk in order to trade in foodstuff as per license issued by the Health Department and in accordance with conditions set by the Health Department.*
- *Mobile kiosk shall mean a roadworthy and licensed vehicle rigged for towing by a motor vehicle and approved by the Health Department of the LESSOR.*
- *In case the LESSEE does not use the HIRED PROPERTY for the duration of the month period, no claim to be refunded, in part or in full, will be considered.*
- *The trading hours shall only be between 06:00 and 20:00. The LESSEE shall not be allowed to overnight on the HIRED PROPERTY.*
- *The mobile kiosk shall be to the satisfaction of the standards and conditions set by the Fire Brigade of the LESSOR. No open fires will be allowed.*
- *No preparation of foodstuff outside the mobile kiosk will be allowed.*
- *The mobile kiosk will serve as a service point and now seating will be allowed.*
- *Should the area not be kept to the satisfaction of the Health and Engineer's Departments, the contract will be cancelled with immediate effect.*
- *The LESSEE shall not be allowed to cede or assign this agreement or any portion thereof, nor shall it be allowed to sublet in any manner any portion of the HIRED PROPERTY, without the written consent of the LESSOR first being had and obtained.*
- *The LESSOR or his duly authorised representative, shall at all reasonable time have the right to enter the HIRED PROPERTY for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the LESSEE.*
- *The LESSEE shall indemnify and keep indemnified the LESSOR during the full period of this agreement against possible claims, which may arise from the use of the HIRED PROPERTY by the LESSEE.*

## 6. **Conclusion**

It is proposed that the application of Messrs Stadtmitte (Pty) Ltd to lease two parking bays on Erf 266 A to sublet four wagons to small and medium enterprises not be approved as the area is already allocated to Messrs Kazak African Experience Cultural Tourism (KAECT) for a mobile kiosk and fully utilized as public parking.

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

### **RECOMMENDED:**

- (a) **That the application of Messrs Stadtmitte (Pty) Ltd to lease two parking bays on Erf 266A, not be approved since two parking bays are already reserved for Messrs Kazak African Experience Cultural Tourism (KAECT) and the other parking bays are used as public parking.**
  - (b) **That the Engineering Services Department attends to the execution of Council's resolution passed on 24 November 2011, under item 11.1.18; whereafter the application of Messrs D F Malherbe & Partners be reconsidered for the possible allocation on Erf 118, Swakopmund.**
-

11.1.11 **APPLICATION FOR REMOVAL OF RESTRICTIVE CONDITIONS  
CONTAINED WITHIN THE DEED OF TRANSFER FOR ERF 471  
SWAKOPMUND**

(C/M 2013/09/26 - E 471)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.12 page 63 refers.

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

**Attached** application was received from Fisher, Quarmby & Pfeifer for the cancelation and removal of restrictive conditions contained in Deed of Transfer (T2729/1997) of Erf 471, Swakopmund.

The applicant is requesting Council's permission to cancel and remove the restrictive conditions as contained in the current Deed of Transfer of Erf 471 Swakopmund in order to register the Sectional Plan with the Register of Deeds.

Furthermore the erf is zoned "*General Business*" and according to the Swakopmund Town Planning Scheme Regulations, the current conditions contained within the deed of transfer is in conflict with the Town Planning Scheme of Swakopmund.

Excerpt from the Deed of Transfer (T2729/1997) that is to be cancelled and removed for convenience.

*"The said erf shall be used for residential purposes only, and not more than one dwelling house with the necessary outbuildings and appurtenances shall be erected thereon"*

The above mention condition needs to be cancelled and replaced with the following condition.

**IN FAVOUR OF THE LOCAL AUTHORITY**

- (a) *The erf shall only be used or occupied for the 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 Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.*
- (b) *The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal value of the erf.*

**Conclusion**

The Deed of Transfer needs to be changed and amended in order for the erf to be developed according to its zoning which is "*General Business*".

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

**RECOMMENDED:**

- (a) That the application for the cancellation and removal of restrictive conditions as contain in the deed of transfer (T2729/1997) be approved:

*The said erf shall be used for residential purposes only, and not more than one dwelling house with the necessary outbuildings and appurtenances shall be erected thereon.*

- (b) That the new conditions as stipulated below so that the erf can be used in accordance with the Swakopmund Town Planning Amendment Scheme be approved:

**IN FAVOUR OF THE LOCAL AUTHORITY**

- (a) *The erf shall only be used or occupied for the 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 Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.*
- (b) *The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal value of the erf.*
-

11.1.12 **APPLICATION BY MESSRS WOERMANN BROCK & CO (PTY) LTD  
TO PURCHASE A PORTION OF LAND IN DRC**

(C/M 2013/09/26 - H 5/8)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.14 page 86 refers.

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

**1. Introduction**

An application dated **14 May 2013 (Annexure “A”)** was received from Messrs Woermann Brock & Co (Pty) Ltd in response to the letter sent to them by Corporate Services Department on **07 February 2013** for their initial application to purchase a portion of land to develop a shopping centre (proposed development attached as **Annexure “B”**).

They were informed that Council will only consider applications for large portions of land, including theirs, once the Property Policy is approved by the Minister of Regional and Local Government and Housing (**Annexure “C”**).

The Property Policy was approved by Council on **31 January 2013** and we are now awaiting approval from the Ministry of Regional and Local Government, Housing and Rural Development.

The land applied for is situated in the DRC area and it measures approximately 16 617 m<sup>2</sup> with a proposed zoning of “local authority”, **Annexure “D”**.

**2. Council’s Policy regarding the allocation of Large Portions of Land**

With reference to the development applications received for large portions of land, the Management Committee of **10 March 2011** passed the following resolution:

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

In terms of Council’s policy their application can be regarded as an exceptional application since it is for a single commercial entity and not for the purpose of subdividing it for residential purposes. The policy prescribes the conditions for sale of land by private transaction.

**3. Discussion**

The idea of bringing commercial development closer to the people in Mondesa by Messrs Woermann Brock & Co (Pty) Ltd is good; but their application cannot be considered at this stage as the erf applied for is not yet surveyed and therefore does not comply with the minimum requirement of having an approved diagram in place.

Allocating the erf to Messrs Woermann Brock & Co (Pty) Ltd at this time will amount to land reservation as no construction can take place now.

Council will be obliged to reserve a different portion of land for the allocation to Messrs Woermann Brock & Co (Pty) Ltd if, for any reason the proposed layout is amended. Council has not yet given consideration to which method of sale will be used to sell business erven in this area.

It should also be noted that Council on **25 October 2012** allocated six-business erven in the PDA to local entrepreneurs who are equally capable of developing shopping facilities, although on a smaller scale.

Council's has always strived to create business erven to afford the Mondesa based Small and Medium Enterprises (SMEs) an opportunity to have premises of their own to operate their businesses without having to compete with established business outlets.

4. **Conclusion**

It is proposed that the application of Messrs Woermann Brock & Co (Pty) Ltd be noted, but cannot be considered at this stage as the erf applied for is not yet surveyed.

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

**RECOMMENDED:**

- (a) That Messrs Woermann Brock and Co (Pty) Ltd be informed that:**
    - (i) The minimum requirement by Council to sell land is that a Surveyor-General approved diagram must be in place;*
    - (ii) Therefore their application will be placed on file for consideration after an approved general plan is registered.*
  - (b) That once the area is serviced and Council has decided on the method of sale, Messrs Woermann Brock and Co (Pty) Ltd can compete with other commercial entities.**
-

11.1.13 **WRITING OFF OF REDUNDANT EQUIPMENT AT THE HEALTH SERVICES DEPARTMENT**

(C/M 2013/09/26 - L 2)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 8.15 page 92 refers.

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

The following redundant office equipment were identified at the Health Services Department.

| <b>Qty</b> | <b>Product</b>                 | <b>Serial No</b> |
|------------|--------------------------------|------------------|
| 1          | HP Deskjet 5150 Colour Printer | (MY41E4J1HH)     |
| 1          | Projector Screen               | (C421VM7VR05959) |
| 1          | CPU                            | ( 33818743)      |
| 1          | Sanyo Car Tape Player          | (002158)         |
| 1          | HP Scanjet 3690 Scanner        | (CN44PS64W6)     |
| 1          | Motorola Battery               | (HNN9628B)       |
| 1          | Kenwood Handheld Radio         | (10400358)       |
| 1          | Battery Pack                   | (GP0311)         |
| 1          | Kenwood Handheld Radio         | (40500586)       |
| 1          | Kenwood Battery Pack           | (0805F)          |
| 1          | Kenwood Handheld Radio         | (30400161)       |
| 1          | Kenwood Battery Pack           | (1004F)          |

In addition to the above, the following vehicles have become redundant due to extreme vehicle expenses due to mechanical breakdowns.

| <b>No</b> | <b>Reg No</b> | <b>Make</b>  | <b>Year Model</b> | <b>Fleet No</b> | <b>Engine No</b> |
|-----------|---------------|--------------|-------------------|-----------------|------------------|
| 1.        | N1923S        | Hino Truck   | 2002              | CL0190          | J08 CF 22203     |
| 2.        | N5079S        | Nissan Truck | 2001              | CL0149          | FE 6214195 C.    |

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

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

- (a) That writing off of the following redundant equipment and vehicles be approved and that the items be sold at the next public auction:

|   | <b>Item</b>                    | <b>Serial No</b> |
|---|--------------------------------|------------------|
| 1 | HP Deskjet 5150 Colour Printer | (MY41E4J1HH)     |
| 1 | Projector Screen               | (C421VM7VR05959) |
| 1 | CPU                            | ( 33818743)      |
| 1 | Sanyo Car Tape Player          | (002158)         |
| 1 | 1. HP Scanjet 3690 Scanner     | (CN44PS64W6)     |
| 1 | Motorola Battery               | (HNN9628B)       |
| 1 | Kenwood Handheld Radio         | (10400358)       |
| 1 | Battery Pack                   | (GP0311)         |
| 1 | Kenwood Handheld Radio         | (40500586)       |
| 1 | Kenwood Battery Pack           | (0805F)          |
| 1 | Kenwood Handheld Radio         | (30400161)       |
| 1 | Kenwood Battery Pack           | (1004F)          |

| <b>No</b> | <b>Reg No</b> | <b>Make</b>  | <b>Year Model</b> | <b>Fleet No</b> | <b>Engine No</b> |
|-----------|---------------|--------------|-------------------|-----------------|------------------|
| 1.        | N1923S        | Hino Truck   | 2002              | CL0190          | J08 CF 22203     |
| 2.        | N5079S        | Nissan Truck | 2001              | CL0149          | FE 6214195 C.    |

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



11.1.14 **OLD AND REDUNDANT ITEMS/EQUIPMENT: ENGINEERING SERVICES DEPARTMENT - WORKS SECTION**

(C/M 2013/09/26 - N 10/1, L 5, L 2)

Ordinary Management Committee Meeting of 12 September 2013, Addendum 8.16 page 93 refers.

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

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

**Vehicles:**

| <i>Fleet No.</i> | <i>Reg. No.</i> | <i>Make</i>                 | <i>Model</i> |
|------------------|-----------------|-----------------------------|--------------|
| <i>PG0086</i>    | <i>N1197S</i>   | <i>Busaf Tipper Trailer</i> | <i>1980</i>  |

**Materials/Equipment:**

| <i>Description</i>                  |
|-------------------------------------|
| <i>Welding Machine - Miller</i>     |
| <i>Saw - Rapidor Manchester</i>     |
| <i>Micro vue - 35R</i>              |
| <i>Big Grinder - RYOBI</i>          |
| <i>Jump Starter - Model - AT974</i> |

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

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

- (a) That writing off of the following redundant equipment and vehicles be condoned and that the items be sold at the next public auction:

**Vehicles:**

| <i>Fleet No.</i> | <i>Reg. No.</i> | <i>Make</i>                 | <i>Model</i> |
|------------------|-----------------|-----------------------------|--------------|
| <i>PG0086</i>    | <i>N1197S</i>   | <i>Busaf Tipper Trailer</i> | <i>1980</i>  |

**Materials / Equipment:**

| <i>Description</i>                  |
|-------------------------------------|
| <i>Welding Machine - Miller</i>     |
| <i>Saw - Rapidor Manchester</i>     |
| <i>Micro vue - 35R</i>              |
| <i>Big Grinder - RYOBI</i>          |
| <i>Jump Starter - Model - AT974</i> |

- (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.

11.1.15 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN THE 2013 SAIMSA GAMES**

(C/M 2013/09/26 - J 10/1)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 9.4 page 20 refers.

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

As Swakopmund Municipality prepares to host the 2013 SAIMSA Games, the Swakopmund Municipal Sport and Social Club herewith seeks permission from Council to enter teams into the tournament. The games are scheduled from **21 - 27 September 2013**.

As hosts, the Municipality of Swakopmund received an invitation (**attached as Annexure 'A'**) to participate in the games. The games will host 17 sport disciplines:

- Soccer
- Beach Soccer
- Netball
- Volleyball (men, women, mixed)
- Beach Volleyball (mixed)
- Pool (singles, doubles) Darts
- Table Tennis (singles, doubles)
- Lawn Tennis (men, women - singles, doubles - mixed)
- 21km Road Running
- 10km Fun Run
- Golf (men, women)
- Angling / Fishing
- Touch Rugby and Lawn Bowls

Swakopmund Municipality will be represented by the teams in **volleyball, 10km fun run, 21km marathon, lawn bowls, darts, pool, golf, soccer, netball and fishing**. The players list is **attached as Annexure 'B'**.

Participating municipal staff will be required to take five (5) days of sports special leave (**23 - 27 September 2013**) from work during the games. The competitors for 10km Fun Run and the 21km Marathon will need three (3) days from work on **21 September** for the opening ceremony, **25 September** for the actual race and **27 September** for the closing ceremony.

The Volleyball games will be held in Walvis Bay at the indoor complex. This will require transportation to and from Walvis Bay on a daily basis. Additionally, match fixtures may run late into the evenings depending on the time and venue of specific sports codes. It is therefore advisable to have transport readily available and to avoid having municipal staff members who are forced to walk at night after competitions.

Also, all of the players of the municipality will spend their days at their respective venues, hence, the need to provide lunch pack for all players, so as not to disrupt the fixtures.

In addition, the Municipal Sports Club carried out needs analysis for each sports code in an effort to determine what was desired by each team. The analysis found that each team required a new tournament uniform (battle gear). The current strips are worn-out and certain pieces of the uniform are missing. This situation is extremely unhygienic as players are forced to share the available uniforms. In addition, the pool, darts and golf teams need a uniform in the form of golf shirts and T-shirts.

Hence, the Municipal Sports and Social Club would like to use its annual allocation of N\$100 000.00 for the purposes of procuring uninforms, catering and transport. The funds will be used with in the financial regulation of the Municipality and with the approval of the Chairperson of the Sport Club and the General Manager: Finance.

The Swakopmund Municipal Sport and Social Club has paid the N\$10 000.00 for registration already. Meanwhile, the compilation of the teams' accreditation documents has commenced.

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

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

- (a) That the attached invitation letter (Annexure 'A') be noted and that permission be granted to the Municipal Sport and Social Club to enter teams in the 2013 SAIMSA Games.**
  - (b) That it be noted that the Swakopmund Municipality will compete in volleyball, 10km fun run, 21km marathon, lawn bowls, darts, pool, golf, soccer, netball and fishing.**
  - (c) That permission be granted to members of the Swakopmund Municipal Sport and Social Club as per the list (Annexure 'B' on file), which is subject to change as well as the nominated Councillors to attend the SAIMSA Games to be held in Swakopmund from 23 - 27 September 2013.**
  - (d) That special leave, equalling five (5) working days, be granted to the staff members in (b) to represent Council at the SAIMSA Games from 23 - 27 September 2013.**
  - (e) That the release of N\$100 000.00 budgeted the Municipal Sport and Social Club, annually, to cover the costs related to the participation of the Swakopmund Municipality's teams in the 2013 SAIMSA Games be condoned.**
  - (f) That the Chairperson of the Swakopmund Municipal Sport & Social Club be held accountable for the expenditure incurred from the amount in (d) and that a financial report be tabled at the Council meeting at the end of October 2013.**
  - (g) That a full report, on the participation of the municipal teams, be tabled to Council at the end of October 2013.**
-

11.1.16 **APPLICATION TO USE THE MEDULETU COMMUNITY HALL FREE OF CHARGE FOR STUDY PURPOSES**

(C/M 2013/09/26 - H 2/12)

**Ordinary Management Committee Meeting of 12 September 2013,**  
Addendum 9.5 page 26 refers.

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

**Attached letter (Annexure 'A')** was received from the Ministry of Labour and Social Welfare requesting to utilize the Meduletu Community Hall in order to host additional study classes for high school learners in Swakopmund. The Ministry further requests to use the facility free of charge from **16 September 2013 to 30 November 2013**.

The initiative is aimed at helping interested learners from the local schools prepare for examinations by creating an enabling environment for study purposes.

The cost of using the Community Hall for a period of 37 days, as per the booking spreadsheet, will be N\$7 141.00 at a rate of N\$193.00 per day. The associated brakeage deposit is set at N\$1 059.50, hence the total cost is N\$8 200.50.

The Publicity Vote 500510212700 within the Community Development Services Department will not be able to carry this cost as it will result in the depletion of the vote so early in the financial year. The vote is primarily used for the payment of National Events such as National Elections, Independence Celebrations, etc.

The initiative by the Ministry is very noble and contributes to both the regional and national goals for improved education. A great number of the learners who live in Mondesa and its surroundings and DRC do not have equal opportunities for a favourable study environment in comparison to their peer who live in the suburbs. Hence, we fully support the initiative by the Ministry.

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

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

- (a) That the permission granted to the Ministry of Labour and Social Welfare to use the Meduletu Community Hall from 16 September 2013 to 30 November 2013 free of charge be approved.**
  - (b) That the cost of N\$8 200.50 be defrayed from the Council Publicity Vote 100510212700 where N\$28 337.50 is available.**
  - (c) That the Ministry of Labour and Social Welfare be responsible for keeping the hall clean at all times.**
  - (d) That the applicant be requested to assist in sourcing for tables in consideration of the fact that our community halls are not sufficiently stocked with enough tables.**
-

11.1.17 **REQUEST FOR ADDITIONAL FUNDING FOR LOGISTICAL ARRANGEMENTS THE 2013 SAIMSA GAMES**

(C/M 2013/09/26 - J 10/1)

**Special Management Committee Meeting of 17 September 2013,**  
Addendum 5.1 page 01 refers.

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

The preparation for the 2013 SAIMSA Games are at an advanced, however, the Local Organizing Committee has encountered numerous challenges. Council availed N\$1 000 000.00 for the games. N\$250 000.00 was transferred to the International Executive Committee of SAIMSA. Marketing in Namibia received N\$ 99 491.40 without the LOC's consent or approval.

Thus the LOC received an operational budget of N\$650 508.60 from Council as start-up capital at the funds were expanded as per the expenditure report (**Annexure 'A'**).

The financial outlook for the LOC looks extremely grim, considering the kind of expenditure we expect to procure. The **attached** budget (**Annexure 'B'**) outlines the estimated costs of goods and services needed for the games to be a success.

The main items on the budget that will need urgent financial intervention of N\$741 000.00 as listed below:

|  |                      |
|--|----------------------|
| <i>The Mayoral Ball</i>                                    | <i>N\$130 000.00</i> |
| <i>Meals for the LOC/Volunteers/Referees &amp; Umpires</i> | <i>N\$207 000.00</i> |
| <i>Transport &amp; Fuel Cost</i>                           | <i>N\$84 800.00</i>  |
| <i>Referees, Umpires and Volunteers stipends</i>           | <i>N\$319 200.00</i> |

The LOC is currently sitting with an amount of N\$487 163.80 from which a number of payments must be made as listed below:

|   |                      |
|---|----------------------|
| <i>Consulting fees for Conference Link</i>              | <i>N\$129 375.00</i> |
| <i>Entertainment (official ceremonies &amp; venues)</i> | <i>N\$99 000.00</i>  |
| <i>LOC Expenses</i>                                     | <i>N\$90 310.00</i>  |

The above listed expenses, amounting to N\$381 685.00 will have to be paid from the current bank balance of N\$487 163.80 leaving the LOC in a financially crippling position with a bank balance of ±N\$168 478.80.

Unfortunately the LOC has come to realise that the initial investment by Council of N\$1 000 000.00 is not nearly what would cost to host a successful set of games as anticipated. Our current cost estimate sits at N\$1 274 562.00 and having only received N\$650 508.60, placed the LOC in an uncomfortable position.

The event coordinator, Conference Link, was appointed in **June 2013** to drive the solicitation of sponsorships and promote the games. Conference Link has not been able to successfully engage sponsors and generate the necessary support within the business community.

The Chairman of the LOC has been instrumental in soliciting for sponsorships by speaking to business in and around Swakopmund, although most of the sponsors have contributed in-kind. Medals, trophies, office stationery, sports equipment and first aid bags have been sponsored for by various institutions and businesses. The total in-kind sponsorship amounts to N\$215 000.00, while the cash sponsorship was N\$10 000.00.

Essentially the LOC needs an additional cash injection of N\$787 398.20 from Council in order to see the games through logistically. The LOC cannot incur any expenditure beyond the available funding.

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

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

- (a) That the allocation of N\$196 262.20 to the Local Organising Committee for the expected expenditure of the SAIMSA Games be condoned and that funds be transferred to the SAIMSA Games account.**
  - (b) That it be recorded that 41 Municipalities have confirmed their participation in the SAIMSA games.**
  - (c) That additional income generated by the Local Organizing Committee will be transferred to Council.**
-