

MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office Building, Swakopmund on **Thursday, 27 February 2014 at 19:00.**

PRESENT:

Councillor J Kambueshe	:	Mayor (Chairperson of Council)
Alderwoman R //Hoabes	:	Chairperson of Management Committee
Councillor L M Tlhabanello-Madi	:	Member of Management Committee
Councillor N N Salomon	:	Member of Management Committee
Councillor F Hamukwaya	:	Additional Member of MC
Councillor U Kaapehi	:	Member of Council
Councillor P V Steinkopff	:	Member of Council
Alderman E //Khoaseb	:	Member of Council

OFFICIALS:

Mr E U W Demasius	:	Chief Executive Officer
Mr M N Ipinge	:	GM: Community Development Services
Mr M P C Swarts	:	GM: Corporate Services and Human Resources
Mr D Duvenhage	:	GM: Engineering Services
Mr H !Naruseb	:	GM: Finance
Ms L Mutenda	:	Acting GM: Health Services
Mr V S Kaulinge	:	Manager: Community Development Services
Mr M Cloete	:	Manager: Traffic Services
Mr M Bahr	:	Manager: Human Resources
Ms A Gebhardt	:	Corporate Officer: Marketing and Communication
Ms S Bruwer	:	Corporate Officer: Properties
Ms I Ortner	:	PA to the Mayor
Mr U Tjiurutue	:	Corporate Officer: Administration

ALSO PRESENT:

No media representatives attended the meeting. The former councillor Ms P Kavita attended the meeting. Also in attendance were eleven (11) members of the public and one (1) staff member received Long Service Award attended the meeting.

1. OPENING

Pastor Geingob opened the meeting with scripture reading and a prayer.

2. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST**

2.1 Application for leave of absence

Councillor A N Bessinger	-	Approved
Councillor R N Andreas-Noabes	-	Approved

2.2 Declaration of interest

None.

3. **CONFIRMATION OF MINUTES**
(C/M 2014/02/27 - A 2/3/5)

3.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 28 JANUARY 2014**

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

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 28 January 2014, be confirmed.

4. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING**

None.

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

5.1 **ANNOUNCEMENTS BY HIS WORSHIP THE MAYOR AND CHAIRPERSON OF COUNCIL**

(C/M 2014/02/27 - A 2/3/5)

His Worship the Mayor welcomed everybody to the meeting and delivered his monthly announcements.

5.2 **LONG SERVICE AWARDS**

(C/M 2014/02/27 - B 1/8)

His Worship, the Mayor, also announced as follows:

QUOTED

Long Service Awards:

Mr Amunyela	-	25 years
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6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

8. **ANSWERS TO QUESTIONS FROM MEMBERS OF WHICH NOTICE HAS BEEN GIVEN**

None.

9. **FEEDBACK REPORT ON THE EXECUTION OF RESOLUTIONS TAKEN BY COUNCIL IN NOVEMBER 2013**

- 9.1 The feedback on the resolutions taken by Council on 28 January 2014 was noted.

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING FEBRUARY 2014**

10.1 **MINUTES OF MANAGEMENT COMMITTEE MEETING HELD DURING JANUARY 2014**

(C/M 2014/02/27 - A 2/3/5)

RESOLVED:

That the resolutions taken at an Ordinary Management Committee Meeting held on 18 February 2014 be noted.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETING AND ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 18 February 2014**

11.1.1 **PROPOSAL TO HOST THE NAMIBIA ANNUAL MUSIC AWARDS (NAMAS) IN SWAKOPMUND**

(C/M 2014/02/27 - N 7/3/1/2)

RESOLVED:

- (a) That the hosting of the Namibia Annual Music Awards (NAMAs) on the 03 May 2014 in Swakopmund be noted and condoned.
 - (b) That a letter of commitment be forwarded to Messrs Mobile Telecommunications Ltd (MTC).
 - (c) That Council avail accommodation for the crew members, performers and nominees of the NAMAs at the Municipal Rest Camp at the cost of N\$217 394.71 and that the funds be defrayed from Council's surplus funds vote where sufficient funds are available.
 - (d) That the organizers be requested to confirm bookings for accommodation by 16 April 2014.
 - (e) That the Office of the Mayor and the Corporate Officer: Marketing and Communication approach local business for sponsorship to help raise funds for accommodation.
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11.1.2 **REFUND OF PART PAYMENT OF PURCHASE PRICE FOR ERF 5632, SWAKOPMUND AND RESALE OF ERF 5631 AND 5632 SWAKOPMUND**
(C/M 2014/02/27 - E 5632, E 5631, A 2/3/6)

RESOLVED:

- (a) That Council takes note of the cancellation of the sale of Erf 5632, Swakopmund to Ms Engelhardine Katjivikua and Mr Karl-Hans Daiber and Erf 5631, Swakopmund to Mr Ibrahim Funtua.
- (b) That Council does not invoke the forfeiture clause but that the amount of N\$85 000.00 paid to Council for the purchase of Erf 5632, Swakopmund and it be refunded to Ms E Katjivikua.
- (c) That the N\$5 000.00 registration fee paid by Ms E Katjivikua and Mr K Daiber for Erf 5632, Swakopmund and by Mr I Funtua for Erf 5631, Swakopmund be forfeited.
- (d) That the sale of Erf 5631 and Erf 5632, Swakopmund at a Closed Bid Sale in 2014 the exact date of which will still be determined be approved.

11.1.3 **DETERMINATION OF CONDITIONS OF SALE OF LAND TO BE SOLD TO SALT COMPANY (PTY) LTD**
(C/M 2014/02/27 - E 466, G 4/2/1/2)

RESOLVED:

- (a) That the Management Committee decisions of 19 November 2013 and 16 January 2014 be repealed.
- (b) That Council, in principle, approves the sale of the unserviced portion of the Remainder of Portion B of the Swakopmund Town and Townlands No. 41 measuring $\pm 44\,037\text{m}^2$ to Messrs Salt Company (Pty) Ltd at the purchase price to be determined after the auctioning of adjacent erven.
- (c) That the prospective purchaser must accept that no rights will accrue to him or her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- (d) That a minimum deposit of N\$100 000.00 (to be decreased or increased by Council depending on the value of the development) shall be required of the prospective purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.
- (e) That should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the prospective purchaser.
- (f) That the successful prospective purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.

- (g) That the requirements regarding the alienation of immovable property as prescribed in terms of the Local Authorities Act 23 of 1992, as amended, and the Townships Ordinance 11 of 1963 respectively, must be complied with in full.**
- (h) That the agreement of sale must be concluded and signed within:**
 - (i) 12 months from the closing date for objections, should none be received; or within*
 - (ii) 3 months from date of approval of the transaction by the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;*

failing which Council's offer will lapse.

- (i) That the agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser or developer within 21 days of being requested to do so.**
- (j) That all costs relating to the transfer of the erf, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), shall be for the prospective purchaser's account.**
- (k) That the purchase price and 15% VAT (if applicable) shall be secured by means of a bank guarantee payable on date of transfer.**
- (l) That the financial institution of the purchaser provides a letter of undertaking within 90 days from the date of signing the deed of sale.**
- (m) The prospective purchaser shall submit layout plans, indicating the civil services infrastructure, drawings of the buildings, as well as the service demand for the intended project for approval by the General Manager: Engineering Services within 6 months of the allocation of the erf.**
- (n) That no development or construction will be permitted to commence until the statutory processes have been completed.**
- (o) That internal and external services must be completed within 24 months from date of sale, being the date of signing the deed of sale.**
- (p) That Council will be responsible for the statutory processes for the prospective purchaser's account.**
- (q) That the prospective purchaser shall be responsible for the payment of all costs related to statutory disciplines which shall be completed within 12 months from date of sale (date of signing the deed of sale).**
- (r) That all costs related to the transaction shall be borne by the prospective purchaser.**
- (s) That the whole development project must be completed within a period of 48 months from date of sale (being the date of signing the deed of sale).**

- (t) That full rates and taxes will be levied from date of being issued a compliance certificate (services) or from the month following the period agreed on (whichever date is the earlier).
- (u) That the prospective purchaser is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.
- (v) That the purchaser agrees that Council is selling the land for a specific purpose to the specific purchaser, accordingly the purchaser must seek prior approval of Council to affect any change in shareholding except a change required due to the passing away of a shareholder.
- (w) That the prospective purchaser indemnifies Council against any claims resulting from blasting; should blasting need to be done for the project.
- (x) That no subdivision and sale of any portion of the newly created erf will be considered.
- (y) That a tripartite agreement be established by Council's legal representatives between Council, Messrs Salt Company (Pty) Ltd and Messrs Trans Namib Holdings Limited to regulate the relationships as a result of the Bahnhof Development.

11.1.4 **LEASE PROPOSALS - MARTIN LUTHER HISTORICAL SITE**
(C/M 2014/02/27 - J 8/3)

RESOLVED:

- (a) That the proposal of Mr E P Camm of E. P. C. Events & Catering to lease the portion of land measuring $\pm 2\,000\text{ m}^2$, a portion of the Remainder of a portion B of Swakopmund Town and Townlands No.41, situated next to the B2 main Road to Windhoek be approved.
- (b) That Council approves a lease for a trial period of five (5) years with an option to renew for a further five (5) years at a rental tariff of N\$800.00 + N\$120.00 (15% Vat) = N\$920.00 p/m for the area of $2\,000\text{ m}^2$; subject to an annual escalation of 10% on 01 July 2014.
- (c) That the lease agreement be subject to the amended conditions as contained in the Invitation: Lease Proposals for Martin Luther Site, (on file) as Annexure "A" and any further conditions that Council may require upon consideration:

Conditions quoted from the invitation document:

1. **Lease Period**

The lease shall commence on 1 March 2014 and shall run for the period of five years, with an option to renew.

2. **Payments**

2.1 *The rental amount is N\$ 800.00 + N\$120.00 (15% VAT) per month.*

- 2.2 *The rental amount as quoted must be payable per month in advance on or before the 7th day of each month to the Municipality free of bank commission.*
- 2.3 *The LESSEE is responsible for the payment of water, electricity and sanitary fees and other charges as may customarily and legally be required to be paid by an owner and or occupants of premises in the municipal area of Swakopmund.*
- 2.4 *A refundable deposit equal to one (1) month's rental is payable in advance.*
- 2.5 *The monthly rental will escalate annually by 10%, the first being July 2015.*

3. **Use of the Property**

- 3.1 *The proposal must enhance the heritage status of Martin Luther Historical Site.*
- 3.2 *The LESSEE shall maintain the site, the building and other improvements thereof for the lease period to the satisfaction of the Health Department and Engineering Services Department.*
- 3.3 *The LESSEE shall comply with all conditions laid down by the General Manager: Health in terms of Health regulations, as well as all conditions of the Swakopmund Town Planning Amendment Scheme and with any other applicable municipal regulations.*
- 3.4 *The LESSEE may not make any alteration or improvement to the premises and leased land (HIRED PROPERTY) without the consent of the Swakopmund Municipal Council.*
- 3.5 *The LESSEE shall not be allowed to accommodate any employees on the site except a security guard.*
- 3.6 *The LESSEE shall be responsible for 24 hour security services.*

4. **Right of Access**

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

5. **Prohibition against Sub Letting**

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

6. **Indemnity**

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

7. **Breach of Conditions**

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

8. **Termination**

- 8.1 *This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.*
- 8.2 *In the event of termination of the agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the HIRED PROPERTY, provided that the LESSEE may remove any such improvements from the HIRED PROPERTY which is sixty (60) days from date of termination, failing which all such improvements shall become the property of the Municipality, provided further that the Municipality shall be responsible for all costs incurred by the Municipality or loss sustained by it*

as a result of any improvement or to restore the PROPERTY to its proper condition.

9. Additional Conditions

9.1 *In employing staff members, the LESSEE shall give preference to the existing employee (Mrs Gerlinde Nuas) who is employed at Martin Luther on the same terms as previously provided by Namib-I and Mr P V Shangete.*

9.2 *The LESSEE must maintain the logo of Namibia Breweries which is displayed on the outside board and the logo should remain on the board for the lease period.*

10. Deed of Lease

A Deed of Lease substantially incorporating the above conditions and any further conditions as may be required by Council upon consideration of the successful applicant offer, will be prepared and forwarded to the successful applicant for signature.

(d) That the following additional lease conditions to be added to the ones contained in the Invitation for Proposal Document:

- *That no structures may be erected adjacent to or in front of Martin Historical Monument that might obscure the monument from the road or detract from its status.*
- *That should the Lessee wish to display any advertising boards, it be in line with the advertising policy.*

(e) That Messrs E P C Events and Catering be informed that the additional portion of land required for the venture cannot be approved and a separate application must be made to that effect.

11.1.5 OBJECTION RECEIVED AGAINST LEASE EXTENSION OF MUNICIPAL CAFETERIA TO MESSRS E.P.C EVENTS & CATERING

C/M 2014/02/27 - E 1/1/1)

RESOLVED:

- (a)** That the objections received be rejected and submit same together with Council's motivation to the Honourable Minister of Regional and Local Government, Housing and Rural Development as required in terms of Section 63 of the Local Authorities Act, Act 23 of 1992, as amended.
 - (b)** That Council applies to the Honourable Minister of Regional and Local Government, Housing and Rural Development to proceed with the extension of current lease of the Municipal Cafeteria to Messrs E.P.C Events and Catering from 01 December 2013 until 30 November 2014.
 - (c)** That it be recorded that no Councillor declared interest during the discussion of this item.
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11.1.6 **SEWAGE TREATMENT PLANT - OPERATOR**

(C/M 2014/02/27 - B 1/1/4)

RESOLVED:

- (a) That Council approves, *in principle*, the appointment of Messrs Aqua Utilities Corporation (Pty) Ltd as Operator of the New Sewage Purification Plant and Pump Stations.
- (b) That a thorough cost analysis be done before the contract is compiled.
- (c) That the Engineering Services Department compiles an agreement with Messrs Aqua Utilities Corporation (Pty) Ltd inclusive of appropriate clauses for, but not limited to the following, in hand with the FIDIC General Conditions of Contract for Client / Consultant Services (2006):
 - (i) *Initial period (5 years),*
 - (ii) *Renewability of agreement,*
 - (iii) *Consecutive periods (5 years),*
 - (iv) *Termination of service - conditions and notice period,*
 - (v) *Service description,*
 - (vi) *Remuneration,*
 - (vii) *Escalation,*
 - (viii) *Service quality assurance (performance criteria, penalties)*
 - (ix) *Spares and maintenance management,*
 - (x) *Personnel policy alignment with Municipal Personnel Policy*
 - (xi) *Understudy provision and Job Attachment.*
- (d) That the proposed Agreement be negotiated with Messrs Aqua Utilities Corporation (Pty) Ltd and upon provisional consent from Messrs Aqua Utilities Corporation (Pty) Ltd, the Agreement be submitted to Management Committee for approval.

11.1.7 **MARKET VALUATION: A PORTION OF LAND LOCATED ON BLOCK 19 - MESSRS MEDICAL DIAGNOSTIC CENTRE NAMIBIA (PTY) LTD**

(C/M 2014/02/27 - G 3/9/20)

RESOLVED:

- (a) That the land price of N\$70.00/m² to Messrs Medical Diagnostic Centres Namibia (Pty) Ltd to purchase a portion of land measuring ±15 000m² located on Block 19, Swakopmund be approved.
- (b) That Messrs Medical Diagnostic Centres Namibia (Pty) Ltd be requested to confirm in writing acceptance of the land price being N\$70.00 / m² which will amount to N\$1 050 000.00 for 15 000m².
- (c) That Medical Diagnostic Centres Namibia (Pty) Ltd be requested to pay a deposit of N\$50 000.00 (to cover all fees and costs to Council) within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.
- (d) That once points (b) and (c) are finalized, Ministerial approval be applied for in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended to proceed with the sale; whereafter the Engineering Services Department commence with point (d) of Council's resolution passed on 31 July 2013, i.e. the subdivision of the portion of land.
- (e) That the cost for services be added to the land price *pro rata* once the services costs are determined.

11.1.8 **MESSRS O'B DAVIDS PROPERTIES CC: PURCHASE PRICE FOR ALLOCATION OF ERVEN 4882, SWAKOPMUND**
(C/M 2014/02/27 - E 4882, 4883)

RESOLVED:

- (a) That Council's resolution passed on 25 November 2010 approving the sale of Erf 4882, Swakopmund be repealed.
- (b) That a purchase price of N\$511.00 / m² for the sale of the following Erf to be zoned "*General Industrial*" to Messrs O'B Davids Properties CC:
 - Erf 4883 (10 082m²) at N\$5 151 902.00 + 15% VAT

That the transaction only commences upon approval and promulgation of the rezoning of the Erf 4883 to "*General Industrial*".
- (c) That Messrs O'B Davids Properties CC be informed that brick making is regarded as a noxious industry and should brick making be their intended venture, they must apply for consent use for the relevant erven.
- (d) That all costs relating to the transaction be for Messrs OB Davids Properties CC, including but not limited to the advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.
- (e) That upon acceptance of the purchase price for the Erf by Messrs O'B Davids Properties CC, Council's intention to sell Erf 4883, Swakopmund to Messrs O'B Davids Properties CC be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992, as amended, at the cost of the purchaser.
- (f) That the transaction be concluded within 3 months from the closing date for possible objections; should objections be received, within 3 months from the honourable Minister's favourable response.
- (g) That the property may not be alienated within 24 months from date of transfer unless a completion certificate has been issued in respect of the structural improvements prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.
- (h) That the property shall revert to Council if no completion certificate is issued on the expiry of the 24 months period.
- (i) That, if the property must revert to Council in terms of (g) above, the compensation payable to the purchaser shall be fixed at the original purchase price +15% VAT plus the value of any useful improvements.
- (j) Council's official valuator shall determine the value of any useful improvements on the property. The purchaser shall be liable for the cost of the said official valuator. The determination by the official valuator shall be final and binding.
- (k) That the following standard conditions be applicable:

- (i) That Messrs O'B Davids Properties CC must accept that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.**
- (ii) No development or construction will be permitted to commence until the statutory processes have been completed and the erven transferred.**
- (iii) The agreement of sale must be concluded and signed within:**

 - (a) 12 months from the closing date for objections, should none be received; or within**
 - (b) 3 months from date of approval of the transaction by the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;**

failing which Council's offer will lapse.
- (iv) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of being requested to do so.**
- (v) The purchase prices and 15% VAT shall be secured by means of a bank guarantee payable on date of transfer.**
- (vi) That a bank guarantee shall be provided within 90 days from the date of signing the deed of sale.**
- (vii) Right of occupation will be granted upon issuing of a compliance certificate.**
- (viii) The purchaser is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled, also see point (f) above.**
- (ix) The purchaser takes note that Council does not reserve land and should the agreement of sale not be signed:**

 - (a) 12 months from the closing date for objections, should none be received; or within**
 - (b) 3 months from date of approval of the transaction by the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;**

failing which the transaction will be cancelled without the need for Council to give notice to the purchaser.
- (x) That purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.**

11.1.9 **ERF 4349, MONDESA - KHOMAS PROPERTIES CC: SECOND
ADDENDUM TO THE AGREEMENT OF SALE DUE TO REZONING**
(C/M 2014/02/27 - M 4349)

RESOLVED:

- (a) That Council confirms its' intention to proceed with the transaction for the sale of Erf 4349, Mondesa to Messrs Khomas Properties CC.**
- (b) That a second Addendum to the Deed of Sale be compiled and entered into by and between Council and Messrs Khomas Properties CC whereby the Deed of Sale signed on 26 March 2012 is revived and an additional 18 month period be granted to Council to finalize the rezoning of Erf 4349, Mondesa, i.e. until 26 September 2015.**

11.1.10 **MESSRS RÖSSING URANIUM LTD: CANCELLATION OF BLOCKS 20 AND 21**

(C/M 2014/02/27 - H 5/8)

RESOLVED:

- (a) That Council takes note of the cancellation of the transactions for Blocks 20 and 21 by Messrs Rössing Uranium Ltd.
- (b) That the Engineering Services Department attends to the subdivision of these two blocks, the submission of a diagram to the Surveyor-General and the compilation of lay-outs.
- (c) That the applicants listed for these blocks be informed of the above and that Council will advertise its intention in two newspapers circulating locally as required in terms of the Local Authorities Act, Act 23 of 1992, as amended, thereby affording the general public transparent, fair and equal opportunity to participate by either submitting a development proposal or closed bids *(as will be decided by Council at the time)*.
- (d) That the Engineering Services Department co-ordinates the progress on the surveying of these blocks with the Corporate Services and Human Resources Department in order to submit these to Council to decide on the method of alienation in line with the respective uses.

11.1.11 **ARBITRATION - SALE OF A CERTAIN PORTION A OF THE SWAKOPMUND TOWN AND TOWNLANDS NO 41, SWAKOPMUND TO MESSRS DMA HOLDINGS CC**

(C/M 2014/02/27 - G 3/9/17)

RESOLVED:

- (a) That the appointment of Mr Hosea Angola as the arbitrator be noted.
- (b) That Council approves the Addendum to the Deed of Sale for a certain Portion A of the Swakopmund Town and Townlands No. 41 to be entered into between Council and Messrs DMA Holdings CC.

11.1.12 **FEEDBACK REPORT ON THE REGISTRATION PROCESS OF THE DRC INFORMAL SETTLEMENT RESIDENTS, MONDESA BACKYARD TENANTS AND OTHERS**

(C/M 2014/02/27 - H 5)

RESOLVED:

- (a) That the registration exercise of the residents in the DRC Informal Settlement be kept in abeyance.
 - (b) That the registration exercise of those renting elsewhere be continued with after the conclusion of the National Voters Registration process.
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11.1.13 **REPAIR OF RUNWAYS AT SWAKOPMUND AIRPORT**
(C/M 2014/02/27 - N 9/1)

RESOLVED:

That the saving of N\$509 864.86 on Vote 202534503700 (Repairs: Runway Swakopmund Airport) as at 30 June 2013 be noted and this project be declared as continuation project to allow the partial reconstruction and re-surfacing of the airport apron under the 2013 / 2014 Budget.

11.1.14 **PRO-ED ACADEMY PARENTS ASSOCIATION: INTERIM USE / LEASE**
(C/M 2014/02/27 - G 3/9/12)

RESOLVED:

- (a) That permission be granted to Messrs Pro-Ed Parents Association to use a portion of Portion 112 for the interim until the date of sale or transfer is registered (depending on the wording of the deed of sale to be signed).
- (b) That the use of Portion 112 be for the purpose of establishing temporary hockey facilities which will include grading work, be at the sole risk and cost of Messrs Pro-Ed Parents Association.
- (c) That this temporary permission to use the property not be regarded as permission to commence with ground works.
- (d) That Council be indemnified against any possible claims.
- (e) That a lease agreement be entered into with Messrs Pro-Ed Parents Association for the use of a portion of Portion 112.
- (f) That a nominal rental tariff of N\$10.00 per month be approved.

11.1.15 **EXTENSION 24: ALLOCATION TO MR SILVANUS THIKAMENI KATHINDI**
(C/M 2014/02/27 - G 3/3/9)

RESOLVED:

- (a) That Council *in principle* approves the sale of Extension 24, known as Block 9, measuring approximately 101 224m² to Mr Silvanus Thikameni Kathindi for township development, pending the finalization of the subdivision by Council at the cost of the purchaser.
- (b) That Engineering Services Department attends to the subdivision of Extension 24 in order to compile a diagram for submission for approval by the Surveyor-General.
- (c) That Engineering Services Department attends to the finalization of the lay-out approved by Council on 26 January 2012 under item 11.1.12.
- (d) That a purchase price per square meter in the amount of **N\$168.00 / m²** for sellable land be approved, subject to the following condition of the revised Property Policy which can be regarded as a premium for the reservation of Extension 24:

- (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 lapsed since approval by Council of the purchase price, fresh valuations be obtained and submitted to Council for approval.*
- (e) **That Mr Silvanus T Kathindi takes note that it might take up to 36 months to have a Surveyor-General approved diagram in place in order to transfer the erf; after which approval, Council's intention to sell the subdivided land will be advertised for possible objections in terms of section 63 (2) (b) of the Local Authorities Act, Act 23 of 1992, as amended.**
- (f) **That Council obtains 30% (meaning every third erf) of the sellable erven serviced by Mr S T Kathindi.**
- (g) **That a penalty clause be considered to ensure that the purchaser is charged with an agreed penalty for breaching terms and conditions of the agreement.**
- (h) **That Mr Silvanus T Kathindi takes note of the conditions applicable to the sale of Extension 24 as contained in the recommendation below and accept same in writing:**

Standard Conditions for Private Developers - Large Portions of Surveyed Land

1. APPLICATION

The prospective purchaser shall submit written proof from a financial institution that an account exists specifically to finance the project upon submission of the application.

2. IN PRINCIPLE APPROVAL BY COUNCIL

2.1 *The prospective purchaser must accept that no rights will accrue to him or her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*

2.2 *The probable market valuation based on 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.*

2.3 *The purchase price will be based on saleable land, (i.e. excluding streets, public open spaces and institutional erven) i.e. actual erven created.*

2.4 *A minimum deposit of N\$50 000.00 (to be decreased or increased by Council depending on the value of the development) shall be required of the prospective purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.*

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

2.6 *The successful prospective purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.*

Standard Conditions for Private Developers - Large Portions of Surveyed Land

3. STATUTORY PROVISIONS

- 3.1 The requirements regarding the alienation of immovable property as prescribed in terms of the Local Authorities Act 23 of 1992, as amended, and the Townships Ordinance 11 of 1963 respectively, must be complied with in full.**
- 3.2 No development or construction will be permitted to commence until the statutory processes have been completed.**
- 3.3 No building plans will be considered for approval unless the applicable endowment fee for further subdivisions for township establishment, or betterment fee for rezoning (if applicable) is paid.**

4. AGREEMENT OF SALE AND TRANSFER

- 4.1 The agreement of sale must be concluded and signed within**
 - 4.1.1 12 months from the closing date for objections, should none be received; or within**
 - 4.1.2 3 months from date of approval of the transaction by the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;**

failing which Council's offer will lapse. Also refer to point 8.5 below.
- 4.2 The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser or developer within 21 days of being requested to do so.**
- 4.3 All costs relating to the transfer of the erf or block, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), shall be for the prospective purchaser's account.**

5. PAYMENT OF PURCHASE PRICE AND VAT

- 5.1 The purchase price and 15% VAT (if applicable) shall be secured by means of a bank guarantee payable on date of transfer.**
- 5.2 A bank guarantee shall be provided within 90 days from the date of signing the deed of sale.**

6. SERVICE DEMAND AND INFRASTRUCTURE

- 6.1 The prospective purchaser shall submit layout plans, indicating the civil services infrastructure, drawings of the buildings, as well as the service demand for the intended project for approval by the General Manager: Engineering Services prior to commencement of installation of the said services.**
- 6.2 Internal and external services must be completed within 24 months from date of sale, being the date of signing the deed of sale.**
- 6.3 The prospective purchaser shall provide all civil services infrastructure for its own account and to the specifications of the Engineering Services Department and Erongo RED. All costs with regard to the provision of municipal services required for any development scheme shall be paid by the prospective developer prior to any such services being provided by Council.**

7. STATUTORY PROCESSES

Standard Conditions for Private Developers - Large Portions of Surveyed Land

- 7.1** *It is the responsibility of the prospective purchaser to appoint a registered town & regional planner to attend to the township layout and establishment of the portion of land, for the prospective purchaser's account.*
- 7.2** *The prospective purchaser shall be responsible for all statutory disciplines to be completed within 12 months from date of sale (date of signing the deed of sale).*
- 7.3** *The proposed lay-out for townships development shall include at least one (1) institutional erf.*
- 7.4** *All costs related to the transaction shall be borne by the prospective purchaser.*

8. GENERAL

- 8.1** *The whole development project must be completed from date of sale (being the date of signing the deed of sale), within*
 - 8.1.1** *a minimum period of 48 months*
 - 8.1.2** *or a maximum period of 72 months**depending on the nature of the development, e.g. number of units to be constructed or size of the buildings, or whether the development is to be built in phases.*
- 8.2** *Full rates and taxes will be levied from date of being issued a compliance (services) or completion (construction of buildings completed) certificate or from the month following the period agreed on (whichever date is the earlier).*
- 8.3** *Right of occupation will be granted upon issuing of a compliance certificate.*
- 8.4** *The prospective purchaser is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.*
- 8.5** *That the prospective purchaser takes note that Council does not reserve land and should the transaction not be concluded*
 - 8.5.1** *12 months from the closing date for objections, should none be received; or within*
 - 8.5.2** *3 months from date of approval from the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;**the transaction will be cancelled without the need for Council to give notice to the applicant.*
- 8.6** *As Council is selling the land for a specific purpose to a specific purchaser, the applicant must seek approval of Council to affect any change in shareholding or membership, should the purchaser be a legal entity.*

9. INDEMNITY

The prospective purchaser indemnifies Council against any claims resulting from blasting; should blasting need to be done for the project.

- (g)** **That the developer carries the cost of the Clerk of Works to be appointed by Council for quality control purposes.**
-

11.1.16 **ESTABLISHMENT AND FUNDING OF SWAKOPMUND MUNICIPAL INSTITUTE OF LEARNING AND EXCHANGE (SMILE) AND THE PROPOSAL OF CITY TO CITY COOPERATION BETWEEN SWAKOPMUND AND KWADUKUZA MUNICIPALITY**
(C/M 2014/02/27 - A 2/3/1/7/1)

RESOLVED:

- (a) That the General Manager: Corporate Services and Human Resources liaise with Mr Sikhumbuzo Hlongwane of KwaDukuza Municipality (South Africa) regarding the exchange programme.
- (b) That the twinning with KwaDukuza Municipality (South Africa) be condoned and that twinning agreements be drafted for approval.
- (c) That all Councillors, Chief Executive Officer and General Managers attend the 2-day peer learning on 25-27 February 2014 in Swakopmund.
- (d) That the budget for the activities be forwarded to GIZ offices in Windhoek in order for funds to be allocated.
- (e) That the Mayor, Chief Executive Officer, General Manager: Corporate Services and Human Resources and the Chairperson of Management Committee visit the KwaDukuza Municipality to explore and prioritise area of cooperation and exchange.

11.1.17 **WRITING OFF OF REDUNDANT OFFICE EQUIPMENT AT THE HEALTH SERVICES DEPARTMENT**
(C/M 2014/02/27 - L 2)

RESOLVED:

- (a) That the writing-off of the following redundant equipment from the Health Services Department be approved:

Qty		Product			Serial No
1		Kenwood Handheld Radio			(30900203)
1		Kenwood Battery Pack			(0611F)
1		Kenwood Battery Charger & AC Adapter			(KSC-15)
Reg No	Make	Year Model	Fleet No	Chassis No	Engine No
N4014S	Nissan Cabstar	2003	CL0192	ADD55200000001676	FD46021205

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

11.1.18 **WRITING OFF: OLD AND REDUNDANT EQUIPMENT - ENGINEERING SERVICES DEPARTMENT**

(C/M 2014/02/27 - L 2)

RESOLVED:

- (a) That the writing-off of the following redundant equipment from the Engineering Services Department be approved:

<i>Equipment</i>	<i>Total</i>	<i>Section</i>
<i>Filing Cabinets (Broken)</i>	<i>2</i>	<i>Building Section</i>
<i>Olympia Typing Machine (Serial Nr. T011203998)</i>	<i>1</i>	<i>PA Office</i>

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

11.1.19 **APPLICATION FOR SUBDIVISION OF ERF 4520, SWAKOPMUND**

(C/M 2014/02/27 - E 4520)

RESOLVED:

- (a) That the subdivision of Erf 4520, Swakopmund, into 6 portions and remainder as per the plan (on file) be approved.
- (b) That the Engineering Services Department attends to the rezoning of the individual portions as soon as the subdivision is finalised.

11.1.20 **APPLICATION FOR CONSENT FOR THE RELAXATION OF BUILDING LINES ON ERF 5643, KRAMERSDORF**

(C/M 2014/02/27 - E 5643)

RESOLVED:

- (a) That the application for relaxation of Lateral Building Line from 3m to 0m on Erf 5643, Kramersdorf be approved.
- (b) That the application for the height relaxation of the Lateral boundary wall from 2.25m to 5.7m be approved.
- (c) That Mr R Conrad be informed of his right to appeal (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days (in respect of resolution (a) above) of this notice against Councils decision, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.21 **APPLICATION FOR THE RELAXATION OF BUILDING HEIGHT ON ERF 3562, SWAKOPMUND**

(C/M 2014/02/27 - E 3562)

RESOLVED:

That the application for the relaxation of building height from 8.00m to 9.1m on Erf 3562, Swakopmund be approved.

- 11.1.22 **APPLICATION FOR CONSENT TO PRACTICE VARIOUS SUPPORTING USES ON ERF 5371, SWAKOPMUND**
(C/M 2014/02/27 - E 5371)

RESOLVED:

That the consent use application on Erf 5371, Swakopmund, for the purpose of shops, offices and place of assembly be approved.

- 11.1.23 **APPLICATION FOR PERMISSION TO OPERATE RESIDENTIAL GUESTHOUSES**
(C/M 2014/02/27 - T 182, M 2703)

RESOLVED:

That the applications of Messrs Golden Memories Guesthouse and Messrs Maros Investments CC for consent to operate Residential Guesthouses from Erven 182, Tamariskia and 2703, Mondesa (Notice No. 62/2013-12-18) be approved subject to the following:

- *That final approval only be granted once permission from the Namibian Tourism Board has been received.*
- *That the applicants register with the Health Services Department and that the standard Health Regulations will apply.*
- *That the applicants adhere to Council's Accommodation Establishment policy at all times.*
- *That Council reserves the right, to cancel a consent use should there be valid complaints.*
- *That a minimum of two (2) plus 1.5 parking bays per room be provided on the premises.*
- *That no on street parking will be tolerated.*
- *That the consent is not transferable.*
- *That the applicants must operate within the Town Planning Amendment Scheme Regulations.*
- *The floor area ratio of all buildings to be used for the accommodation establishment may not exceed 40% of the total floor area of the house.*

- 11.1.24 **APPLICATION FOR PERMISSION TO OPERATE A PLACE OF INSTRUCTION**
(C/M 2014/02/27 - E 689)

RESOLVED:

- (a) That the application of Ms C Senekal of Messrs Edublox Reading and Learning Clinic for consent to operate a "Place of Instruction" from Erf 689, Swakopmund be approved.
- (b) That Messrs Edublox Reading and Learning Clinic register with the Health Services Department and that the standard Health Regulations will apply.
- (c) That the consent use be subject to the following:
 - *That Council reserves the right, to cancel a consent use should there be valid complaints.*
 - *That the institution must operate within the Town Planning Scheme regulations.*
 - *That the consent is not transferable.*
 - *That sufficient parking be provided on the premises.*
 - *That no on street parking will be tolerated.*

11.1.25 **APPLICATION FOR PERMISSION TO OPERATE A PLACE OF INSTRUCTION (DAY CARE CENTRE)**
(C/M 2014/02/27 - M 3404)

RESOLVED:

- (a) That the following application for permission to operate place of instruction be approved:
 - *Erf 3404, Mondesa - Ms M Haoses t/a Top Kids Day Care Centre*
- (b) That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.
- (c) That the consent use be subject to the following:
 - *That Council reserves the right, to cancel a consent use should there be valid complaints.*
 - *That the applicant must operate within the Town Planning Scheme regulations.*
 - *That the consent is not transferable.*
 - *That sufficient parking will be provided on the premises.*
 - *That no on street parking will be tolerated.*

11.1.26 **APPLICATION FOR PERMISSION TO OPERATE A HOME SHOP**
(C/M 2014/02/27 - M 2768)

RESOLVED:

- (a) That the application of Mr F Haipinge for consent to operate a Home Shop from Erf 2768, Mondesa be approved.
- (b) That Mr F Haipinge registers with the Health Services Department and that the standard Health Regulations will apply.
- (c) That the consent use be subject to the following:
 - *That Council reserves the right, to cancel a consent use should there be any valid complaints.*
 - *That the applicant must operate within the Town planning Scheme Regulations, Health Regulations and Shebeen & Home Shop policy.*
 - *That no alcohol will be sold from the premises.*
 - *That the consent is not transferable should the property be sold.*

11.1.27 **APPLICATION FOR PERMISSION TO OPERATE A RESIDENT OCCUPATION (ADMINISTRATIVE OFFICE)**
(C/M 2014/02/27 - E 4385)

RESOLVED:

- (a) That the following application for permission to operate an administrative office be approved:
 - *Erf 4385, Swakopmund (Azalia Street) - Mr Steven Williams t/a Messrs Wheelie Wheels Investment - Administrative Office*
- (b) That Messrs Wheelie Wheels Investment registers with the Health Services Department and that the standard Health Regulations will apply.
- (c) That the consent use be subject to the following:

- *That Council reserves the right, to cancel a consent use should there be valid complaints.*
- *That the applicant must operate within the Town Planning Scheme regulations.*
- *That the consent is not transferable.*
- *That sufficient parking will be provided on the premises.*
- *That no on street parking will be tolerated.*
- *That only one third of the total floor area of the dwelling be allowed to be used for the resident occupation.*

(d) That Mr Willem J van Rooyen be informed of his right to appeal (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days (in respect of resolution (a) above) of this notice against Councils decision, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.28 **APPLICATION FOR PERMISSION TO OPERATE RESIDENT OCCUPATIONS (ADMINISTRATIVE OFFICES)**

(C/M 2014/02/27 - M 1759, E 4377, M 1455)

RESOLVED:

(a) That the following applications for permission to operate administrative offices be approved:

- *Erf 1759, Mondesa - Ms E U Jass t/a Jeti Investment CC - Administrative Office
(Notice No. 62/2013-12-18)*
- *Erf 4377, Swakopmund (Anemone Street) - Ms F Brinkman & P Namupala t/a Arabest Trading Enterprises - Administrative Office
(Notice No. 62/2013-12-18)*
- *Erf 1455, Mondesa - Mr G Goseb t/a J J General Services CC
(Notice No. 62/2013-12-18)*

(b) That the applicants register with the Health Services Department and that the standard Health Regulations will apply.

(c) That the consent use be subject to the following:

- *That Council reserves the right, to cancel a consent use should there be valid complaints.*
 - *That the applicants must operate within the Town Planning Scheme regulations.*
 - *That the consent is not transferable.*
 - *That sufficient parking will be provided on the premises.*
 - *That no on street parking will be tolerated.*
 - *That no sales of products are allowed to be done from the premises.*
 - *That no storage of equipment be done on the premises.*
 - *That only one third of the total floor area of all the buildings on the erf is allowed to be used for the resident occupation.*
-

11.1.29 **APPLICATION FOR CONSENT TO OPERATE A “NOXIOUS INDUSTRY” ON ERF 3965, SWAKOPMUND**

(C/M 2014/02/27 - E 3965)

RESOLVED:

- (a) That the application to operate a “*Noxious Industry*” from Erf 3965, Swakopmund be approved.
- (b) That R van der Heever, J Noci, D J A Brand, H van der Westhuizen, Cilliers B van Wyk, Thomas Zwar, Danie Holloway and AJP Strauss be informed of their right to appeal (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days (in respect of resolution (a) above) of this notice against Councils decision, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.30 **APPLICATION FOR PERMISSION TO OPERATE A SERVICE INDUSTRY (CAR WASH)**

(C/M 2014/02/27 - E 4750)

RESOLVED:

That the following application for consent to operate a service industry, car wash not be approved:

- *Erf 4750, Swakopmund (Moses //Garoeb Street) - Mr R H Dell t/a Messrs Dell’s Car Wash - Car Wash*

11.1.31 **APPROVAL OF SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 55**

(C/M 2014/02/27 - G 3/2/2/2)

RESOLVED:

- (a) That the resolution taken by Council on 30 May 2013 be repealed and replaced with the following:
- (b) That Amendment Scheme No. 55 containing the following items be approved:
 - *Rezoning of Erf 442, Swakopmund, from “Single Residential” to “Local Business” with a bulk of 1.0. (C/M 2013/10/31)*
 - *Rezoning of Erf 317, Swakopmund, from “Single Residential with a density of 1:600” to “General Business” with a bulk of 2.0. (C/M 2013/10/31)*
 - *Rezoning of Erf 2547, Swakopmund, from “Institutional” to “General Residential” 2 with a density of 1:250m². (C/M 2012/08/30)*
 - *Rezoning of Erf 4349, Mondesa, from “Local Authority” to “General Business” with a bulk of 2.0. (C/M 2012/02/29)*
 - *Rezoning of Erf 2709, Swakopmund, from “Public Open Space” to “Institutional”. (C/M 2012/05/31)*
 - *Rezoning of Erf 694, Mondesa from “Single Residential with a density of 1:600” to “General Business” with a bulk of 1.0. (C/M 2013/05/30)*
- (c) That Amendment Scheme No. 55 be submitted to the Ministry of Regional and Local Government, Housing and Rural Development for approval by the Honourable Minister.

11.1.32 BUILD TOGETHER APPLICATION - MR O KASHUUVIKA

(C/M 2014/02/27 - H 5/3)

RESOLVED:

That this item be referred back and that the decision to withdraw the Build Together loan from Messrs O Kashuuvika and M Nangombe be motivated.

11.1.33 REQUEST TO PROCESS REFUNDABLE DEPOSITS WITHOUT ORIGINAL RECEIPT

(C/M 2014/02/27 - N 7/3/4; I 1/2; H 2/12)

RESOLVED:

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

(i)	<i>Mr Jacobus Van Der Merwe</i>	<i>N\$1 650.00</i>	<i>Receipt # 20478</i>
(ii)	<i>Tamariskia Primary School</i>	<i>N\$1 137.00</i>	<i>Receipt # 27710</i>
(iii)	<i>NACOMA</i>	<i>N\$1 137.00</i>	<i>Receipt # 46875</i>

11.1.34 PUBLIC REPRESENTATION ON THE LOCAL TENDER BOARD

(C/M 2014/02/27 - D 16, D 16/2, A 2/2/9, A 2/2/9/1)

RESOLVED:

- (a) That in terms of the Tender Board Regulations, Regulation 2 & 3 Council to nominate public members and alternate members to serve on Council's Tender Board to hold office for a period of (3) three years, but this period may be extended for a further period of (2) two years and on expiry of the period, the members may be reappointed:

(i)	<i>Public Member</i>	:	<i>Mr Sackey Amoomo</i>
	<i>Alternate member</i>	:	<i>Mr Frans Risuro</i>
(ii)	<i>Member of the Public</i>	:	<i>Mr Silvanus Thikameni Kathindi</i>
	<i>Alternate member</i>	:	<i>Ms Amupadhi</i>

- (b) That the staff members on the local tender board remain as follows:

- (i) *The Chief Executive Officer (Chairperson)*
- (ii) *General Manager : Finance (Vice Chairperson)*
Alternate member: Manager: Finance
- (iii) *General Manager : Engineering Services*
Alternate member: Manager: Planning
- (iv) *General Manager : Health Services*
Alternate member: Manager: Health Services
- (v) *General Manager : Community Development Services*
Alternate member: Manager: Community Development Services
- (vi) *General Manager : Corporate Services and Human Resources*
Alternate member: Manager: Corporate Services

- (c) That the fee for the members of the public who attend Tender Board Meetings be:-

- (i) *N\$350.00 per sitting per day if less than one hour; and*
- (ii) *An additional N\$100.00 per hour if more than one hour is needed.*

11.1.35 **CRACKED HOUSES**

(C/M 2014/02/27 - H 2/10; M 362, M 363, M 364, M 365)

RESOLVED:

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

11.1.36 **REQUESTING FOR EXTENSION OF TIME AND REDUCTION IN PURCHASE PRICE FOR ERF 3290, MONDESA - THE EVANGELICAL LUTHERAN CHURCH IN NAMIBIA (ELCIN)**

(C/M 2014/02/27 - M 3290)

RESOLVED:

- (a) That Council grants an extension of time to Messrs The Evangelical Lutheran Church in Namibia to pay the purchase price in the amount of N\$722 375.50 from 01 March 2014 until 30 November 2014.
- (b) That the request of The Evangelical Lutheran Church in Namibia for Council to reduce the purchase price of N\$722 375.50 in respect of Erf 3290, Mondesa not be approved.
- (c) That the due date for payment of the purchase prices for erven 3289, Mondesa and Erf 3291, Mondesa remains 28 February 2014 and that it be noted that these erven are in the process of being transferred.

11.1.37 **APPLICATION TO WAIVE THE PRE-EMPTIVE RIGHT**

(C/M 2014/02/27 - M 3685)

RESOLVED:

- (a) That Council waives the five year restriction on alienation registered against Erf 3685, Mondesa in favour of the Municipal Council to enable Ms S Maletzky to transfer the erf into her three children's names: M E Maletzky - 13 May 2003, Soraija S Maletzky - 11 April 2007 and Gerson J P Maletzky - 06 August 2012.
- (b) That Ms S Malestzky be informed that the restriction is waived in favour of a transfer to the children only and that the restriction to sell the property operates on the children for the remaining period.

11.1.38 **MASS HOUSING DEVELOPMENT - SWAKOPMUND**

(C/M 2014/02/27 - H 5, H 5/5, H 5/8)

RESOLVED:

- (a) That Blocks DRC, DRC2 Blocks 4, 5, 6, 8, 9, 10, 11 and 26 comprising 3034 erven (Power Oyeno - 2034, Delta - 400 and Verusa - 600) be transferred to Messrs NHE for Phase1 of the Mass Housing Project at a cost per square meter reflecting the cost of Town Planning, Administration, Survey, Design of Services for Bulk and Internal Services for the purpose of installing all Municipal Services (Water, Purified effluent, Sewerage and Electrical reticulation, Streets and Street Lighting) and the construction of Houses.

- (b) That Mass Housing commences with the construction of houses for Built Together beneficiaries and other property owners in the PDA area.
 - (c) That all erven zoned as *Business, Institutional, Parking, Local Authority erven* and *Public Open Spaces* be transferred back to Council once developed at no cost to Council.
 - (d) That an agreement between Council and Messrs NHE be drawn up for the transfer of the land and the development thereof for Mass Housing only.
 - (e) That a performance clause be included for the development of the blocks transferred to Messrs NHE.
 - (f) That a clause of first right of refusal is included in the Deed of Sale for a period of 17 (seventeen) years.
 - (g) That a Technical Committee be established to finalise all technical issues relating to the Mass Housing Project.
 - (h) That a Social Issues Committee be established to attend to all social matters relating to the Mass Housing Project.
 - (i) That a Committee comprising of Council and members of NHE be established to determine ownership of houses of the Mass Housing Project.
 - (j) That a Public Communication Committee be established.
-

The meeting adjourned **20:30**.

Minutes confirmed on: **27 March 2014**

Councillor J Kambueshe
CHAIRPERSON

UT/-

E U W Demasius
CHIEF EXECUTIVE OFFICER