

# AGENDA

Ordinary Council Meeting

on

**THURSDAY**

**24 APRIL 2014**

at

**19:00**



**MUNICIPALITY OF SWAKOPMUND**



(064) 4104203



088 614 514



53 Swakopmund  
NAMIBIA



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Ref No        A 2/3/5

Enquiries:    *Uanjenguaije Tjiurutue*

15 April 2014

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, 24 APRIL 2014 AT 19:00,**

**E U W Demasius**  
**CHIEF EXECUTIVE OFFICER**

UT/-

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- 

3. **CONFIRMATION OF MINUTES**  
(C/M 2014/04/24 - A 2/3/5)

- 3.1 Minutes of an **Ordinary Council Meeting** held on **27 March 2014**.  
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4. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING**

None.

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5.2 Long Service Awards.
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None.

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None.

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None.

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10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS  
MANAGEMENT COMMITTEE MEETINGS HELD IN MARCH 2014**

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10 (A) **MINUTES OF AN ORDINARY MANAGEMENT COMMITTEE MEETING  
HELD IN APRIL 2014**

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2. **CONFIRMATION OF MINUTES**

(M/C 2014/04/10 - A 2/3/5)

2.1 **MINUTES OF AN ORDINARY MANAGEMENT COMMITTEE MEETING  
HELD ON 13 MARCH 2014**

On proposal of Councillor R N Andreas-Noabes seconded by Councillor F Hamukwaya it was:-

**RESOLVED:**

That the Minutes of the Ordinary Management Committee meeting held on 13 March 2014 be confirmed as correct.

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5. **REPORTS: HEADS OF DEPARTMENTS**

5.5 **FINANCE**

5.5.1 **TOTAL EXPENDITURE**

(M/C 2014/04/10 - D 7/3/2/1)

**RESOLVED:**

That the total expenditure of N\$28 255 264.76 for the period 01-28 March 2014 be accepted and approved as correct.

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

7.10 **REPORT ON THE 2014 MAYORAL MULTI SPORTS TOURNAMENT**

(M/C 2014/04/10 - A 2/3/2/1/7)

**RESOLVED:**

(a) That the feedback report on the 2014 Mayoral Multi Sports Tournament be noted.

(b) That the sport codes for the 2015 Mayoral Multi Sports Tournament be as follows:

- Soccer
- Mixed Volleyball
- Netball
- 3-On-3 Basketball
- Chess
- African Stone Game
- Ring Board
- Dominos
- 4x100m Relay
- One Disability Sport Code

- (c) That the creation of leagues not be supported.
  - (d) That, in future, prizes be *in kind* in order to curb possible abuse of public funds.
  - (e) That the General Manager: Finance ensures that the prizes are disbursed in terms of Council's Financial Regulations.
- 

**7.11 APPLICATION FOR UNDEVELOPED BLOCK IN THE PDA AREA BY MESSRS BENGUELLA LOW COST HOUSING ASSOCIATION**

(M/C 2014/04/10 - H 5/7)

**RESOLVED:**

That the Benguella Phase 2 group be referred to the Namibian Housing Enterprise for application under the People Housing Processes (Community Self-Help Housing) sub-programme of the Mass Housing Scheme which targets communities participating in housing savings schemes.

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**7.18 01: DMA HOLDINGS ARBITRATION**

(M/C 2014/04/10 - A 2/1/5, G 3/9/16)

**RESOLVED:**

That Council takes note of the decision of Mr H Angula of Messrs LorentzAngula Inc. not to act as Arbitrator in the legal dispute with Messrs DMA Holdings; and that the Law Society will propose another Arbitrator.

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**7.19 TERMINATION OF NATIS MEMORANDUM OF UNDERSTANDING: MEETING WITH THE CHIEF EXECUTIVE OFFICER OF MESSRS ROADS AUTHORITY**

(M/C 2014/04/10 - N 8/15/13)

**RESOLVED:**

That the item be resubmitted to the next Management Committee meeting.

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**8. POLICY MATTERS**

**8.5 13<sup>th</sup> NALAO ANNUAL GENERAL MEETING RESOLUTIONS**

(M/C 2014/04/10 - A 4/3/1/5)

**RESOLVED:**

- (a) That the address by the Mayor regarding Transformation Leadership be noted.
  - (b) That events / activities of exemplary leadership and institutional progress be documented and published.
-

8.6 **REQUEST TO UTILISE SAVINGS FROM ONE PROJECT FOR THE DERUSTING AND RESPRAYING OF A MUNICIPAL VEHICLE**

(M/C 2014/04/10 - L 5)

**RESOLVED:**

That this item be withdrawn from the Agenda.

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8.9 **FINANCIAL ASSISTANCE RECEIVED FROM THE MINISTRY OF REGIONAL LOCAL GOVERNMENT HOUSING AND RURAL DEVELOPMENT: DEVELOPMENT OF THE SWAKOPMUND TOURISM STRATEGY**

(M/C 2014/04/10 - A 2/3/15)

**RESOLVED:**

That the financial assistance received from the Ministry of Regional Local Government Housing and Rural Development for the development of the Swakopmund Tourism Strategy be noted.

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9. **PERSONNEL MATTERS**

9.2 **INVITATION TO NALASRA GAMES 2014 IN OUTJO**

(M/C 2014/04/10 - J 10/1)

**RESOLVED:**

- (a) That it be recorded that the Mayor pointed out that he is not content with the operations of the Swakopmund Municipal Sport and Social Club.
  - (b) That the Swakopmund Municipal Sport and Social Club be informed to convene an Annual General Meeting as soon as possible.
  - (c) That two Councillors, a General Manager and a Manager be part of the committee to represent Council's interest.
- 

9.3 **INVITATION TO SWAKOPMUND MUNICIPALITY TO ATTEND THE NALASRA GENERAL ASSEMBLY IN OUTJO**

(M/C 2014/04/10 - J 10/1)

**RESOLVED:**

- (a) That permission be granted to Councillor F Hamukwaya and the Chairperson of the Swakopmund Municipal Sport Club to represent the Municipality of Swakopmund at the General Assembly meeting to be held in Outjo from 14-17 April 2014.
- (b) That permission be granted to the Sports and Recreation Officer as a member of the NALASRA Executive Committee to attend the General Assembly meeting to be held in Outjo from 14-17 April 2014.
- (c) That Council approves the Subsistence and Traveling Allowances of the municipal representatives and the Sports and Recreation Officer.



- (d) That the amount of N\$4 075.00 for the Councillor be defrayed from vote 100510206500 where N\$74 272.27 is available.
  - (e) That the Subsistence and Traveling Allowances of the Chairperson of the Municipal Sport and Social Club and the Sports and Recreation Officer be defrayed from Vote 960120409509 where N\$86 519.40 is available.
  - (f) That special leave (3 days) be granted to the Chairperson of the Swakopmund Municipal Sport Club and the Sports and Recreation Officer during this period.
- 

9.4 **INVITATION TO ATTEND A WORKSHOP ON “SERVICE AND DEVELOPMENT OF INTERMEDIATE CITIES” IN TANGIER, MOROCCO**  
(M/C 2014/04/10 - A 2/3/2/1, A 2/3/1/4/1)

**RESOLVED:**

- (a) That permission be granted to the Chairperson of Management Committee to participate and attend the (3) day Workshop on “*Heritage, challenges and opportunities for sustainable development*” and a reflection on the Intermediary Cities Agenda from 24-27 April 2014 in Tangier and Chefchaouen, Morocco.
  - (b) That the normal subsistence and traveling allowance and the airplane ticket which amount to N\$20 306.00, be defrayed from the Council’s Conference Expenses Vote 100510206500 where sufficient funds are available.
  - (c) That the organizers be responsible for all the costs (accommodation and transfer to and from the airport).
- 

9.5 **COMPLIMENTARY VIP TICKETS FOR THE NAMAS**  
(M/C 2014/04/10 - E 5371, J 10/2)

**RESOLVED:**

- (a) That Council takes note that 20 VIP tickets will be issued to the delegates of the Municipality of Swakopmund to attend the NAMAS on the evenings of 2 and 3 May 2014.
  - (b) That Councillors indicate whether they will attend the event with their spouses/ partners on both evenings or only one evening.
  - (c) That permission be granted to the Chief Executive Officer, General Managers and Managers to attend where Councillors are not available.
-

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

10.1 **REQUEST FOR EXTENSION OF TIME AND CHANGE OF ENTITY NAME - MR SILVANUS KATHINDI**

(M/C 2014/04/10 - G 3/9/9)

**RESOLVED:**

- (a) That Mr Silvanus Kathindi be invited for audience with Council regarding his application.
- (b) That an extension of time be granted to Mr Silvanus Kathindi until Wednesday, 30 May 2014 to confirm the acceptance of conditions of sale approved by Council on 27 February 2014.

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10.2 **MINISTERIAL RESPONSE TO APPLICATION TO CLOSE ERVEN 266 A, B & C, SWAKOPMUND**

(M/C 2014/04/10 - E 266 A B C)

**RESOLVED:**

- (a) That Council takes note that the Minister of Regional, Local Government, Housing and Rural Development has turned down the closure of Erf 266 A, B and C for development purposes.
  - (b) That Council considers an alternative area for Messrs Fiscon Investments Twenty Three CC as an alternative site for the development.
  - (c) That the provision of ablution facilities be considered for Erf 266 A, in order to provide better service to the bus station.
-

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **ORDINARY MANAGEMENT COMMITTEE MEETINGS HELD ON 10 APRIL 2014**
- 11.1.1 **DEVELOPMENT OF PORTIONS OF TOWN AND TOWNLANDS BY PRIVATE DEVELOPERS**  
(C/M 2014/04/24 - G 3/9; G 4/1/1)

**Ordinary Management Committee Meeting of 10 April 2014, Addendum 7.1 page 01 refers.**

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

**1. INTRODUCTION**

Management Committee at their meeting held on **13 March 2014** under item 7.9, **2008 TO DATE: LAND APPLICATIONS (X 3) - UNSURVEYED PORTION OF TOWN AND TOWNLANDS NO 41** resolved amongst others:

*(b) That the Chief Executive Officer gives a presentation on how land development should be handled in the future.*

By Council resolution, the previous Council allowed private developers to develop large tracts of land and although the potential loss of income was pointed out to Council, the matter was resolved accordingly.

However, at a later stage the previous Council did realize that it would be better if Council continued to develop land themselves and the following resolutions were taken from 2008 until 2010:

- **27 March 2008:** *(i) That no further block erven be made available in this area until the current developers have progressed sufficiently to prove that further development in this area is viable.*
- **26 June 2008:** *(k) That no further block erven be made available in this area until the current commercial developers have progressed sufficiently to prove that further development in this area is viable.*
- **29 April 2010:** *(b) That all applicants be informed that Council will not consider the alienation of more block erven until the blocks allocated to developers north of Extension 9 and Tamariskia, have been proven successful.*
- **29 July 2010:** *(c) That Council immediately takes all the necessary steps to develop any blocks, which are not sold.*

The current Council has been elected on 2 December 2010 and Management Committee passed the following resolution on **10 March 2011**, quoted:

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

**2. CURRENT SITUATION**

Council at its monthly meeting for **30 January 2014** resolved under item (11.1.6):

- (b) *That once Council decides on the future development and sale of these subdivided blocks and a Surveyor-General approved diagram is in place, 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).*

In line with the resolution taken by Council on **29 July 2010**: *"(c) That Council immediately takes all the necessary steps to develop any blocks which are not sold."* the current Council resolved to develop Block 7 without the assistance of a private developer after it was returned by Messrs Rössing Uranium.

The developed erven were sold by public auction on **3 August 2012** and the General Manager: Corporate Services and Human Resources reported to Management Committee on **16 August 2012** under item 8.17, quoted below:

**1. Report Back on the Auction of Friday, 03 August 2012**

Registered Bidders	:	±700
Erven Available	:	120
Total square meters sold	:	79 849m <sup>2</sup>
Cost of Services	:	N\$167.00 / m <sup>2</sup>
Upset Price /m <sup>2</sup>	:	N\$222.00 / m <sup>2</sup>
Average Purchase Price /m <sup>2</sup>	:	N\$746.00 / m <sup>2</sup>
Market Price /m <sup>2</sup>	:	N\$667.00 / m <sup>2</sup>
Total proceeds	:	N\$59 584 500.00
Total of upset price	:	N\$17 726 478.00
Demographics of purchasers:		
	Swakopmund	= 43
	Walvis Bay	= 8
	Windhoek	= 55
	Other	= 14
Return on proceeds against Upset price	:	236%
Auctioneer's Commission	:	0.5% of total proceeds

**2. Complaints Received / Remarks**

No complaints were received from the public, except that the bid prices allocated are too high.  
The co-ordination of the auction and the team work between the Swakopmund Municipality and Messrs Aucor Namibia were outstanding.  
No delays were experienced at any of the processes.  
As the final payment date is **2 November 2012** it is difficult to indicate at this stage whether there will be any cancellations, but as a general remark cancellations can be expected - some of the purchasers were not sure which erf they have purchased and also not of the amount. This can also be ascribed to the high level of stress and excitement these bidders had at the day of the auction.

**3. Short Summary of Previous Auctions**

Following is a summary of the upset and purchase prices obtained for the sale of residential land and small holdings indicating the profit made:

#### **28 October 2005 – First Time Property Auction – Extension 9**

Upset Price / m <sup>2</sup>	=	N\$ 70.00	}	<b>162% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$183.60		

#### **21 December 2005 – Closed Bid of remaining erven - First Time Property Auction - Extension 9**

Upset Price / m <sup>2</sup>	=	N\$ 70.00	}	<b>178% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$195.00		

#### **17 March 2005 - Closed Bid of remaining erven – General Public – Extension 9**

Upset Price / m <sup>2</sup>	=	N\$ 70.00	}	<b>252% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$247.00		

#### **28 July 2006 – Public Auction - Extension 9**

Upset Price / m <sup>2</sup>	=	N\$135.00	}	<b>45% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$196.00		

#### **27 July 2007 – Public Auction - Small Holdings**

Upset Price / m <sup>2</sup>	=	N\$ 0.91	}	<b>59% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$ 1.45		

#### **03 August 2012 – Public Auction - Extension 15**

Upset Price / m <sup>2</sup>	=	N\$222.00	}	<b>236% return on upset price</b>
Purchase Price / m <sup>2</sup>	=	N\$746.00		

As was previously submitted to Council, from the above it appears that Council has always realized a healthy profit while providing affordable erven to the public. Furthermore it should be kept in mind that although the generating of profits is essential, especially for cross subsidizing low income areas, this is not the main objective of a public institution such as Council who needs to balance profit against providing affordable erven for the residents.

#### **4. Council versus Private Developers**

From the above it is clear that Council can provide serviced land at a lower price (upset price) than the private developers and also run no risk of not generating income covering the capital invested in servicing the land.

Unfortunately Council has no control on the high prices bid at an auction, although the upset prices are very reasonable.

Therefore it is proposed that Council avail more erven at once at an auction.

It is therefore:-

#### **RECOMMENDED:**

That the Management Committee takes note of the outcome of the public auction of 120 single residential erven at extension, Swakopmund 15 held on **03 August 2012**.

3. **INCOME COUNCIL WOULD HAVE GENERATED FROM NORTHERN TOWNSHIP BLOCKS**

Had Council developed all blocks availed to the private developers; Council, based on the above figures, could potentially have generated the following income from Blocks 1 to 15 totaling N\$ 590.2 million based on the commercial market related selling price of N\$ 667/sqm less N\$222/m<sup>2</sup>. The upset price of N\$222/m<sup>2</sup> already includes a profit margin of 25%:

APPLICANT	BLOCK	BLOCK ±SIZE Ha	SIZE OF SALE-ABLE LAND	PROFIT BASED ON SALE OF BLOCK 7 (N\$746-N\$222)	PROFIT BASED ON MARKET PRICE (N\$667-N\$222)
<i>Council, was RUL</i>	1	11	692 10.67 m <sup>2</sup>	N\$ 36.3 MILL	N\$ 30.8 MILL
<i>Tutungeni</i>	2	12.4	90072.32 m <sup>2</sup>	N\$ 47.3 MILL	N\$ 40.1 MILL
<i>First Avenue</i>	3	11.6	82104.02 m <sup>2</sup>	N\$ 43.1 MILL	N\$ 36.5 MILL
<i>Leonhard Kurz</i>	4	12.5	86404.6 m <sup>2</sup>	N\$ 45.4 MILL	N\$ 38.5 MILL
<i>Rössing Uranium</i>	5	90.3	61635.74 m <sup>2</sup>	N\$ 32.3 MILL	N\$ 27.4 MILL
<i>Manah Enterprises cc</i>	6	17.3	141 926 m <sup>2</sup>	N\$ 74.4 MILL	N\$ 63.2 MILL
<i>Council, was RUL</i>	7	15.7	79 849 m <sup>2</sup>	N\$ 42.0 MILL	N\$ 35.7 MILL
<i>Swakopmund Caret Retirement Centre (Pty) Ltd</i>	8	13.7	95 595 m <sup>2</sup>	N\$ 50.0 MILL	N\$ 42.5 MILL
<i>ST Kathindi</i>	9	14.6	95995 m <sup>2</sup>	N\$ 50.4 MILL	N\$42.7 MILL
<i>Shikongo Investments</i>	10	10	79 462 m <sup>2</sup>	N\$ 41.6 MILL	N\$ 35.6 MILL
<i>Masadi Property Holding</i>	11	10	82 866 m <sup>2</sup>	N\$ 43.4 MILL	N\$ 36.9 MILL
<i>School</i>	12	10			
<i>Vision Construction</i>	13	10	81 573 m <sup>2</sup>	N\$ 42.7 MILL	N\$ 36.3 MILL
<i>Namgro Impex</i>	14	10	83 744 m <sup>2</sup>	N\$ 43.8 MILL	N\$ 37.2MILL
<i>Unnamed Block</i>		23.4	± 195000 m <sup>2</sup>	N\$ 102.4 MILL	N\$ 86.8 MILL
				<b>TOTAL</b>	<b>N\$ 590.2 MILL</b>

This equates the sum required by Council to finance the formalization of the DRC by Council alone!

Because of the above-mentioned Council resolutions, Council only developed Block 7 and is developing Block 1, both Blocks were returned by Rössing Uranium to Council.

The only other Block available for development by Council is Block 15, one of the last prime sites in Swakopmund for residential development. Council thus can at best now only generate the following income by developing these Blocks themselves:

<i>APPLICANT</i>	<i>BLOCK</i>	<i>BLOCK ± SIZE Ha</i>	<i>SIZE OF SALE-ABLE LAND</i>	<i>PROFIT BASED ON SALE OF BLOCK 7 (N\$746-N\$222)</i>	<i>PROFIT BASED ON MARKET PRICE (N\$667-N\$222)</i>
<i>Council, previously RUL</i>	1	11	69210.67 m <sup>2</sup>	N\$ 36.3 MILL	N\$ 30.8 MILL
<i>Rössing Uranium Ltd</i>	7	15.7	79 849 m <sup>2</sup>	N\$ 42.0 MILL	N\$ 35.7 MILL
<i>Unnamed Block</i>		23.4	± 195000 m <sup>2</sup>	N\$ 102.4 MILL	N\$ 86.8 MILL
<b>TOTAL</b>				<b>N\$ 153.3 MILL</b>	

Council generated some income through the sale of land to the Private Developers, set out in the table below; this includes the possible sale of Block 9:

<i>APPLICANT</i>	<i>BLOCK</i>	<i>BLOCK ± SIZE Ha</i>	<i>SIZE OF SALE-ABLE LAND</i>	<i>SELLING PRICE/SQM</i>	<i>INCOME GENERATED BY COUNCIL</i>
<i>Council, was RUL</i>	1	11	69210.67 m <sup>2</sup>		
<i>Tutungeni</i>	2	12.4	90072.32 m <sup>2</sup>	N\$ 35	N\$ 3.15 MILL
<i>First Avenue</i>	3	11.6	82104.02 m <sup>2</sup>	N\$ 62	N\$ 5.09 MILL
<i>Leonhard Kurz</i>	4	12.5	86404.6 m <sup>2</sup>	N\$ 62	N\$ 5.36 MILL
<i>Rössing Uranium</i>	5	90.3	61635.74 m <sup>2</sup>	N\$ 62	N\$ 3.82 MILL
<i>Manah Enterprises cc</i>	6	17.3	141 926 m <sup>2</sup>	N\$ 63	N\$ 8.94 MILL
<i>Council, was RUL</i>	7	15.7	79 849 m <sup>2</sup>		
<i>Swakopmund Caret Retirement Centre (Pty) Ltd</i>	8	13.7	95 595 m <sup>2</sup>	N\$ 62	N\$ 5.93 MILL
<i>ST Kathindi</i>	9	14.6	95995 m <sup>2</sup>	N\$ 127.49	N\$ 12.24 MILL
<i>Shikongo Investments</i>	10	10	79 462 m <sup>2</sup>	N\$ 63	N\$ 5.01 MILL
<i>Masadi Property Holding</i>	11	10	82 866 m <sup>2</sup>	N\$ 63	N\$ 5.22 MILL
<i>School</i>	12	10			
<i>Vision Construction</i>	13	10	81 573 m <sup>2</sup>	N\$ 62	N\$ 5.06 MILL
<i>Namgro Impex</i>	14	10	83 744 m <sup>2</sup>	N\$ 62	N\$ 5.19 MILL
<i>Unnamed Block</i>		23.4	± 195000 m <sup>2</sup>		
<b>TOTAL</b>				<b>N\$ 65.01 MILL</b>	

Council at best will thus generate an income N\$ 153.3 mill (if it develops Block 15 and NOT a Private Developer) plus N\$ 65.01 mill through the sale of the land, being N\$ 218.31 mill, compared to a potential N\$ 590.2 mill which is now only being shared by 12 developers, Council included.

Sale of erven by Public Auction was stopped after instructions by the Minister of Regional, Local Government, Housing and Rural Development were received in this regard. Currently Council sells these erven by means of closed bids but still healthy profits are generated by Council in this way.

5. **PROPOSAL**

Based on these figures Council should seriously consider adopting a total moratorium on the development by private developers for large tracts of land. This includes all the applications previously submitted to Council for any of the undeveloped blocks discussed in the above table.

Council will still be approached for land for major projects, be it a school or a hospital. Such developments should be considered by Council on its merits as stipulated in the Property Policy. Council should consider one amendment and that is that such proposals should be tested in public, with other words, once Council receives an application for example for a hospital, proposals by private developers will be called and the Council can choose whether to alienate the land for such purpose to the original applicant or to a better proposal which might have been received. An added advantage is that in this way there is no need for the advertising for objections as it was a totally open process.

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

**RECOMMENDED:**

- (a) **That Council remains with its resolution of 30 January 2014 under item 11.1.6 (b):**

*(b) That once Council decides on the future development and sale of these subdivided blocks and a Surveyor-General approved diagram is in place, 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).*

- (b) **That all future applications received for township development be informed of the decision in (a) above.**
- (c) **That, in future, a standard response be issued to all applicants for land in excess of 5 000m<sup>2</sup>, for especially private township development, informing them that there is no land available and that this resolution be explained to the public.**
- (d) **That applications received for major or extra-ordinary developments such as schools or hospitals be subject to calling for such development proposals in order to enable Council to make the best selection.**
-



11.1.2 **SEWAGE TREATMENT PLANT - OPERATOR**  
(C/M 2014/04/24 - B 1/1/4)

Ordinary Management Committee Meeting of 10 April 2014,  
Addendum 7.2 page 07 refers.

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

**COUNCIL RESOLUTION**

Council on **27 February 2014** under item 11.1.6 resolved as follows:

- (a) *That Council approves, in principle, the appointment of Messrs Aqua Utilities Corporation (Pty) Ltd (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 (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 (Pty) Ltd and upon provisional consent from Messrs Aqua Utilities Corporation (Pty) Ltd (Pty) Ltd, the Agreement be submitted to Management Committee for approval.*

**COST ANALYSIS**

The yearly cost was determined and compared with the expected in-house cost. The comparison between permanently employed work force versus contracted employment is as follows:

(Costs in N\$ Excl VAT)				AUC		MUNICIPALITY	
Description	Scale	Unit	No	Rate	Cost / Yr	Rate	Cost / Yr
<b>PRELIM &amp; GENERAL</b>							
Contractual		Sum	1	18 000	15 000	0	0
<b>REPORTING</b>							
Monthly Report		off/a	12	6 600	7 611	0	0
<b>PERSONNEL</b>							
<b>Admin &amp; Management</b>							
Operations Manager (1)	<b>D2</b>	Mth	4	39 600	158 400	56 363	225 452

<i>Plant Manager (1)</i>	<b>C4</b>	<i>Mth</i>	13	33 600	436 800	31 586	410 618
<i>Cleaner (1)</i>	<b>A1</b>	<i>Mth</i>	13	7 800	101 400	7 611	98 943
<b>Engineering</b>							
<i>Expert services (1)</i>	<b>E2</b>	<i>Mth</i>	13	9 600	124 800	81 643	1 061 359
<b>Process Shifts</b>							
<i>Shift Operators</i>	<b>B2</b>	<i>Mth</i>	52	18 600	967 200	15 554	808 808
<i>Assistant Shift Operators</i>	<b>B1</b>	<i>Mth</i>	52	15 000	780 000	14 064	731 328
<b>ANALYTICAL</b>							
<i>Lab Technician (1)</i>	<b>C3</b>	<i>Mth</i>	7	9 600	62 400	28 505	185 283
<b>DIVERSE</b>							
<i>Transport</i>		<i>Mth</i>	12	14 400	172 800		172 800
<i>Taxi</i>		<i>Mth</i>	12	4 560	54 720		54 720
<b>Est comparative annual costs</b>				<b>2 881 131</b>		<b>3 749 311</b>	

## PROPOSED AGREEMENT

An Agreement, based on the FIDIC Client/Consultant Model Services Agreement, Fourth Edition 2006 was compiled - see **Attachment A**.

The following requirements were incorporated into the document:

- (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.*

## CONSENT FROM MESSRS AQUA UTILITIES CORPORATION (PTY) LTD

After various meetings and communications the agreement was formulated as proposed to Council in **Attachment A**.

Consent to this wording was received from Messrs Aqua Utilities Corporation (Pty) Ltd as per the attached e-mail - see **Attachment B**.

## PROPOSAL

The **attached (Annexure A)** proposal by Messrs Aqua Utilities Corporation (Pty) Ltd (Pty) Ltd is considered financially and technically beneficial to the Municipality and as all the requirements identified by Council was integrated to the proposed Agreement, the Agreement is recommended for implementation.

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

**RECOMMENDED:**

- (a) That Council approves the appointment of Messrs Aqua Utilities Corporation (Pty) Ltd (Pty) Ltd (AUC) as Operator of the New Sewage Purification Plant and Pump Stations in hand with the attached Agreement SSPP-2014-001 (Revision 0, March 2014).**
  - (b) That the agreement be submitted to Council's attorneys for legal evaluation before it is signed.**
  - (c) That the agreement be implemented immediately upon signature by both parties and that the contract be for a period of 5 years including a 3 months termination clause.**
  - (d) That the Agreement be financed from the Operational Budget where sufficient funds were identified.**
-

11.1.3 **02: LEGAL SERVICES - PROFILES**  
(C/M 2014/04/24 - A 2/1/5)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.3 page 20 refers.

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

The following submission which was tabled to the Management Committee of **18 February 2014** is resubmitted in order to consider the appointment of a third legal practitioner.

**1. Introduction**

The Management Committee passed the following resolution on **19 November 2013**:

- (a) *That the introduction profile from Messrs LorenzAngula Inc. be noted, and that they be informed that Council will shortly invite proposals from all interested law firms.*
- (b) *That Council's current legal practitioners be informed that Council will shortly invite proposals from all law firms who are interested in rendering legal services to Council.*
- (c) *That the status quo continues until Council has resolved on the new legal practitioners.*
- (d) *That the General Manager: Corporate Services and Human Resources requests the Law Society of Namibia to inform all legal practitioners that should they wish to render services to Council they can submit their profiles to the Chief Executive Officer before the end of January 2014.*
- (e) *That suitable criteria for the selection of the new law firms be prepared and submitted to Management Committee for approval in January 2014.*
- (f) *That the new law firms be submitted for selection to Management Committee in February 2014 and appointed in March 2014 on a 2 (two) year term.*

With reference point (e), the Management Committee on **17 January 2014** approved the following criteria:

- (a) *That the following criteria be approved:*
  - (i) *A fully operational office in Swakopmund. Such office must have an experienced in-house conveyancer who is full time based in Swakopmund.*
  - (ii) *The firm must be able to offer a full range of legal services in Swakopmund.*
  - (iii) *The firm must have thorough theoretical and practical knowledge and experience of administrative law, local authority law, town planning law, advanced property law, labour law and township development.*
  - (iv) *Preference should be given to firms whose staff consist of locals who contribute actively to the local industry in the nature of rates, municipal services etc.*
  - (v) *Incomplete instructions / collections / transactions must be finalized by the appointed law firms, notwithstanding the lapsing of the two year appointment period.*
  - (vi) *For the period being appointed by Council the law firms must undertake not to act / litigate against Council.*
  - (vii) *A negative effect on the rotation of legal work might result in a number of law firms gaining insight in Council's affairs which might be used against Council in future law suits whilst the law firms are not contracted by Council.*
- (b) *That once portfolios of interested law firms are received from the Law Society a comprehensive submission be tabled for consideration of the criteria and appointment.*

## 2. Portfolios Received

As per point (d) the Law Society distributed Council's request for the submission of profiles to all their members and at the closing date, being **31 January 2014** the following was received (listed in alphabetic order) and are summarized in terms of the following criteria:

- (i) *A fully operational office in Swakopmund. Such office must have an experienced in-house conveyancer who is full time based in Swakopmund.*
- (ii) *The firm must be able to offer a full range of legal services in Swakopmund.*
- (iii) *The firm must have thorough theoretical and practical knowledge and experience of administrative law, local authority law, town planning law, advanced property law, labour law and township development.*
- (iv) *Preference should be given to firms whose staff consist of locals who contribute actively to the local industry in the nature of rates, municipal services etc.*

Locally based firms are shaded.

		CRITERIA		
		<i>fully operational local office with in-house conveyancer and local residents as staff</i>	<i>full range of legal service and thorough knowledge and experience in certain fields</i>	
1	<i>Chris Mayumbelo &amp; Co</i>	<ul style="list-style-type: none"> <li>• local office</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓
2	<i>Conradie &amp; Damaseb Legal Practitioners</i>	<ul style="list-style-type: none"> <li>• local office</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓
3	<i>D F Malherbe &amp; Partners</i>	<ul style="list-style-type: none"> <li>• local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓
4	<i>de silva inc</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓
5	<i>Diedericks Inc</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓
6	<i>Ellis Shilengudwa Inc</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓ ✓ ✓ ✓

		CRITERIA		
		fully operational local office with in-house conveyancer and local residents as staff	full range of legal service and thorough knowledge and experience in certain fields	
7	Etzold-Duvenhage	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓
8	Fouche-VanVuuren Legal Practitioners	<ul style="list-style-type: none"> <li>• no local office (WvB)</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓
9	Hengari Kanguuehi Kavendjii Inc	<ul style="list-style-type: none"> <li>• no local office</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓
10	Jana de Kock Legal Practitioner	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> <li>• <b>employed as corporate legal advisors for the City of Windhoek in different capacities for 27 years</b></li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> <li>➡ Diploma As Town Clerk</li> </ul>	✓ ✓ ✓ ✓ ✓ ✓ ✓
11	Kasuto Law Chambers	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓
12	Kinghorn Associates	<ul style="list-style-type: none"> <li>• local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓ ✓ ✓ ✓
13	Koep & Partners	<ul style="list-style-type: none"> <li>• local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓
14	LorentzAngula Inc	<ul style="list-style-type: none"> <li>• local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓ ✓ ✓ ✓
15	Masiza Law Chambers	<ul style="list-style-type: none"> <li>• no local office (WvB)</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> <li>• Employed At Wvb Mun And Provided Legal Advice For 1 Year</li> </ul>	✓

		<b>CRITERIA</b>		
		<i>fully operational local office with in-house conveyancer and local residents as staff</i>	<i>full range of legal service and thorough knowledge and experience in certain fields</i>	
16	<i>Robberts Legal Practitioners</i>	<ul style="list-style-type: none"> <li>• local office</li> <li>• no in-house conveyancer</li> <li>• specializes in debt collection</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓
17	<i>Sauls &amp; Co</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓
18	<i>Uanivi Law Chambers</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• no in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓
19	<i>Van der Merwe Greef Andima Inc</i>	<ul style="list-style-type: none"> <li>• no local office</li> <li>• in-house conveyancer</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Law</li> <li>• Local Authority Law</li> <li>• Town Planning Law</li> <li>• Advanced Property Law</li> <li>• Labour Law</li> <li>• Township Development</li> </ul>	✓ ✓ ✓

All these law firms charge tariffs as prescribed by the Law Society of Namibia and Legal Practitioners Act, 1995 and rules; therefore no tariff structure can be used to recommend the lowest charges.

In addition to the above, it is proposed that Council reviews its decision to rotate the law firms on a two yearly basis, mainly because of the following which forms part of the Management Committee decision passed on **17 January 2014**:

- (i) *A negative effect on the rotation of legal work might result in a number of law firms gaining insight in Council's affairs which might be used against Council in future law suits whilst the law firms are not contracted by Council.*

Following is a summary of the motivations for appointment by the various firms:

		<b>Motivation for Appointment</b>
1	<i>Chris Mayumbelo &amp; Co</i>	<i>The firm's mission is to provide a high quality, creative and result oriented legal team to individuals and businesses and serve as a primary resource and partner in all aspects of client's business growth and development.</i>
2	<i>Conradie &amp; Damaseb Legal Practitioners</i>	<i>On the 1<sup>st</sup> of March 2006 Conradie &amp; Damaseb opened a Regional Office in Swakopmund, to serve the Erongo Region. Since its inception, the firm evolved from a purely criminal law practice to a corporate and commercial law firm.</i>
3	<i>D F Malherbe &amp; Partners</i>	<i>At the coast we have offices at Walvis Bay and Swakopmund with the infrastructure and staff utilizing the latest communication technology with sufficient resources in terms of people, skills and business facilities and premises to serve the best interests of the bank.</i>

		<b>Motivation for Appointment</b>
4	<i>de silva inc</i>	<i>Given its highly specialized services, the firm focuses on advising a select clientele. This ensures not only the integrity of the advice rendered, but, as it enables the firm to foster an intimate rapport with the client and thus an intimate knowledge of its core business, assures the superiority thereof.</i>
5	<i>Diedericks Inc</i>	<i>It's worth mentioning that Diedericks Inc incorporated is familiar with the nature and scope of legal services required by local municipalities as we are currently rendering legal services to a local municipality.</i>
6	<i>Ellis Shilengudwa Inc</i>	<i>2.4 has a strong relationship with several regional and local authorities and regularly advises on the interpretation, operation and practical implementation of the statutory and common laws governing local authorities, including but not limited to laws regulating the key administrative functions of a local authority council as well as advising on the decentralization of powers vesting in the line Ministry to local authority councils in accordance with our municipal laws whilst incorporating international best practice principles of self-governance into the advice furnished.</i>
7	<i>Etzold-Duvenhage</i>	<i>We offer comprehensive legal services in the area of commercial, property and land law, family law, general civil litigation and debt recover. We have extensive court experience and maintain intensive contacts with renowned law firms with whom we work regularly in cross-border mandates. By focusing on selected areas of law, we can offer a fast and competent service with quick response times.</i>
8	<i>Fouche-VanVuuren Legal Practitioners</i>	<i>Standard profile submitted.</i>
9	<i>Hengari Kanguuehi Kavendjii Inc</i>	<i>The firm shall make available the time and services of its legal practitioners and in particular, Mr Clive Kavendjii, who shall be readily, be available to fortify the work of the Municipality of Swakopmund.</i>
10	<i>Jana de Kock Legal Practitioner</i>	<i>Jana de Kock Legal Practitioners, Notary Public and Conveyancer is a legal firm which had been established from a need of clients procure a legal practitioner with expertise and good standing in regional and local governance, property management and commercial law, It is well known that the sole partner Jana de Kock has been the Corporate Legal Advisor for the City of Windhoek serving the City in different capacities for 27 years. She is one of the few professionals within Namibia that not only can boast with a Diploma as Town Clerk, but also being an admitted Legal Practitioner and Conveyancer.</i>
11	<i>Kasuto Law Chambers</i>	<i>Quoted from their MISSION - Seek to develop and maintain long-term, mutually beneficial client relations based on trust, respect, integrity and delivery of value-added customer-specific legal service.</i>



		<b>Motivation for Appointment</b>
12	<i>Kinghorn Associates</i>	<i>We have to date enjoyed a longstanding and good professional relationship with the Municipal Council spanning well over thirty-five years. By virtue thereof, we are intimately knowledgeable of and familiar with municipal processes, the statutory framework within which the Council operates and its fiscal and property policies. We have the advantage of memory of past municipal actions and agreements and of resolutions taken by past municipal Councils, which has in many instances proved valuable in executing and giving meaning to municipal instructions with which our firm had been tasked and of which many a municipal has benefitted.</i>
13	<i>Keop &amp; Partners</i>	<i>In March 2009 we opened a branch in Swakopmund which is currently managed by Danie Kotze, since the Swakopmund branch has grown substantially over particularly the last two years, we have established a broad client base and plan to appoint another full time legal practitioner during the course of this year. All members of our firm are available to attend to any matters in Swakopmund and no travelling or accommodation expenses will be charged for any Windhoek based lawyer who may have to travel to Swakopmund to attend to any matter on behalf of the Municipality of Swakopmund in Swakopmund.</i>
14	<i>LorentzAngula Inc</i>	<i>As a full-service law firm, Lorentz Angula Inc is well positioned to the legal needs of the Municipality of Swakopmund with the broad scope of our legal expertise, the size and caliber of our team and our infrastructure in three locations in Namibia.</i>
15	<i>Masiza Law Chambers</i>	<i>What differentiates us from the others is that we will position ourselves as part of Swakopmund when we are so welcomed. What we mean by that is, it is our experience that not all commercial matters even conveyancing issues need actual drafting, you might often need only to consult with your lawyer, need his presence and advice in intricate commercial negotiations, input in financial/business structuring, brainstorm on governance issues which often have plenty grey areas, it is in this respect, albeit not exclusively that a small firm like Masiza Law Chambers comes in quite handy, simply because we are not too big to handle you small yet very important matters and not too small to comprehend and deal with our big matters. We will always be available for the Municipality.</i>
16	<i>Robberts Legal Practitioners</i>	<i>Although I will be appreciative to render legal services to Council irrespective of which part of the law it comprises, Robberts Legal Practitioners &amp; Notaries specializes in debt collecting (this specific department will be dealt with in more detail later on). Having regard thereto, it will be highly appreciated if Council could keep this in mind, when considering my proposal.</i>
17	<i>Sauls &amp; Co</i>	<i>It is important to us that, first and foremost, we cultivate and enjoy a happy and trusted relationship with the Swakopmund Municipality that is mutually rewarding. In light of the above, we hereby confirm our availability and competence to render legal services to the Swakopmund Municipality, in respect of, but not limited to: Litigation, Legal Collections, Administrative and Commercial Law Services as well as, Labour and/or Employment Law matters.</i>
18	<i>Uanivi Law Chambers</i>	<i>Standard profile submitted.</i>

		Motivation for Appointment
19	Van der Merwe Greef Andima Inc	Standard profile submitted.

3. **Proposal**

The following is proposed:

That as was resolved on **19 November 2013**, the *status quo* remains regarding appointment of Messrs Kinghorn Associates and Messrs Conradie & Damaseb Legal Practitioners until Council passes a decision regarding new legal practitioners.

In conclusion it is proposed that Council decides whether to appoint a third legal practitioner.

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

**RECOMMENDED:**

- (a) That the following law firms be appointed to perform legal duties for Council for a trial period of 3 years:
- *Messrs Chris Mayumbelo & Co*
  - *Messrs Conradie & Damaseb Legal Practitioners*
  - *Messrs Kinghorn Associates*
  - *Messrs LorentzAngula Inc.*
  - *Messrs Masiza Law Chambers*
- (b) That the General Manager: Corporate Services and Human Resources reports back to Council annually on the performance and effectiveness of services rendered.
-

11.1.4 **06: 2008 TO DATE: LAND APPLICATION (DIETENHOFEN CC) - UNSURVEYED PORTION OF TOWN AND TOWNLANDS NO. 41**  
(C/M 2014/04/24 - G 3/9, G 4/1/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.4 page 234 refers.

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

**1. Introduction**

The Management Committee on **13 March 2014** under item 7.9 discussed the three applications received to purchase the unsurveyed portion of Town and Town Lands No.41, whereafter the following resolution was passed:

(a) *That this item be referred back and that the following application be resubmitted separately / individually to the Management Committee with all relevant documentation:*

1. *Ombundu Investments trust - 07 February 2011*
2. *Dietenhofen CC - 06 December 2013*
3. *Tamariskia Community - 25 September 2013*

(b) *That the Chief Executive Officer gives a presentation on how land development should be handled in the future.*

As per point (a) above, the matter is hereby resubmitted to the Management Committee for further discussion.

**2. Application**

Messrs Dietenhoff CC submitted an application (**Annexure “A”**) dated **06 December 2013** to purchase a portion of unsurveyed Town and Townlands No. 41. He intends to develop affordable housing for the low-income group.

They offered a purchase price of N\$65.00 per m<sup>2</sup>.

**3. Background**

With reference to the land applications received since 2008 to date, the Management Committee on **12 September 2013** under items 7.11 and 7.12 passed the following resolution:

(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.*

With reference to point (b) above, large portions of land can be defined as a portion of land, developed (meaning streets,

sidewalks, water, sewerage and electricity) or undeveloped land in extent of 5 000m<sup>2</sup> or 0.5 hectares and mainly intended for subdivision to create a township.

4. **Land Applied For**

The land applied for by the applicants listed below is Block 1 as per attached map.

The area measures approximately 234 424m<sup>2</sup> .i.e. it is double the size of the blocks allocated to the private developers.

The portion of land is not yet subdivided and therefore does not comply with the minimum requirements as per Council's Property Policy, being that a Surveyor-General approved diagram must be in place in order to register transfer of the property.

Furthermore, the area is not yet planned; in this regard, the Management Committee's resolution passed on **10 March 2011** is quoted:

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

A map indicating the location of the portion is attached as **Annexure "B"**.

5. **Discussion**

One of Council's goals in its five-year plan is to provide serviced erven at affordable prices. This was accomplished with the development of Extension 15 where Council made erven available at N\$222.00/m<sup>2</sup> (which includes a 25% profit), meaning that the upset price of an erf of 600m<sup>2</sup> is N\$133 200.00. Unfortunately, high prices were bid at the public auction of **3 August 2012**. If more erven were available, it is certain that the prices would not have been so high.

As was submitted to the Management Committee of **16 August 2012**, Council has always realized a healthy profit while providing affordable erven to the public.

Furthermore, it should be kept in mind that although the generating of profits is essential, especially for cross subsidizing low-income areas, this is not the main objective of a public institution such as Council who needs to balance profit against providing affordable erven for the residents.

Council can provide serviced land at a lower price (upset price) than the private developers and due to the current high demand for erven, the risk that the erven will not be sold in order to recover the capital invested is very low.

Council has no control over the high prices submitted by either an auction or closed bid, although the upset prices are very reasonable.

Having had various closed bid sales to date whereby erven are allocated to the highest bidder, it was noted that the public is more inclined to submit reasonable purchase prices and in most cases almost everyone who participates in such a sale is allocated land. Bidders are eliminated once an erf is allocated; meaning that even a person who submitted the 12<sup>th</sup> ⇒ 15<sup>th</sup> highest bid on an erf stands a chance of being allocated an erf, resulting in affordable prices and fewer possible cancellations. As no auctioneer is required, no commission is paid to a third party.

6. **Proposal**

Apart from the specific portion of land not being available / ready for sale, experience and previous sales have proven that only Council can service and provide land at affordable prices, since all private developers have sold their erven at enormous profit margins.

It is proposed that the applicants be informed that Council is currently attending to the subdivision and surveying of the specific portion of land.

Once the subdivision, surveying and servicing of this block is finalized it will be submitted to Council to determine the date of sale and price.

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

**RECOMMENDED:**

**That the application of Messrs Dietenhofen CC for Block 1 be turned down.**

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11.1.5 **06: 2008 TO DATE: LAND APPLICATION (TAMARISKIA COMMUNITY) - UNSURVEYED PORTION OF TOWN AND TOWNLANDS NO. 41**  
(C/M 2014/04/24 - G 3/9, G 4/1/1)

**Ordinary Management Committee Meeting of 10 April 2014, Addendum 7.5 page 239 refers.**

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

**1. Introduction**

The Management Committee on **13 March 2014** under item 7.9 discussed the three applications received to purchase the unsurveyed portion of Town and Town Lands No.41, whereafter the following resolution was passed:

*(a) That this item be referred back and that the following application be resubmitted separately / individually to the Management Committee with all relevant documentation:*

1. Ombundu Investments trust - 07 February 2011
2. Dietenhofen CC - 06 December 2013
3. Tamariskia Community - 25 September 2013

*(b) That the Chief Executive Officer gives a presentation on how land development should be handled in the future.*

As per point (a) above, the matter is hereby resubmitted to the management Committee for further discussion.

**2. Application**

An application (**Annexure “B”**) by Messrs Tamariskia Community was received on **25 July 2013** applying to purchase a portion of unsurveyed land to develop educational institutions, such as pre-primary, primary and secondary school with the aim of providing for future educational needs. They indicated that the development of the project will be funded by donors.

They were informed of the requirements that must be complied with in order to be considered for the allocation of institutional land for educational purposes (**Annexure “B”**). To date no reply was received.

**3. Background**

With reference to the land applications received since 2008 to date, the Management Committee on **12 September 2013** under items 7.11 and 7.12 passed the following resolution:

*(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.*

With reference to point (b) above, large portions of land can be defined as a portion of land, developed (meaning streets, sidewalks, water, sewerage and electricity) or undeveloped land in extent of 5 000m<sup>2</sup> or 0.5 hectares and mainly intended for subdivision to create a township.

4. **Land Applied For**

The land applied for by the applicants listed below is Block 1 as per attached map.

The area measures approximately 234 424m<sup>2</sup> .i.e. it is double the size of the blocks allocated to the private developers.

The portion of land is not yet subdivided and therefore does not comply with the minimum requirements as per Council's Property Policy, being that a Surveyor-General approved diagram must be in place in order to register transfer of the property.

Furthermore, the area is not yet planned; in this regard the Management Committee's resolution passed on **10 March 2011** is quoted:

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

A map indicating the location of the portion is attached as **Annexure "A"**.

5. **Discussion**

One of Council's goals in its five-year plan is to provide serviced erven at affordable prices. This was accomplished with the development of Extension 15 where Council made erven available at N\$222.00/m<sup>2</sup> (which includes a 25% profit), meaning that the upset price of an erf of 600m<sup>2</sup> is N\$133 200.00. Unfortunately, high prices were bid at the public auction of **3 August 2012**. If more erven were available, it is certain that the prices would not have been so high.

As was submitted to the Management Committee of **16 August 2012**, Council has always realized a healthy profit while providing affordable erven to the public.

Furthermore it should be kept in mind that although the generating of profits is essential, especially for cross subsidizing low-income areas, this is not the main objective of a public institution such as Council who needs to balance profit against providing affordable erven for the residents.

Council can provide serviced land at a lower price (upset price) than the private developers and due to the current high demand for

erven, the risk that the erven will not be sold in order to recover the capital invested is very low.

Council has no control over the high prices submitted by either an auction or closed bid, although the upset prices are very reasonable.

Having had various closed bid sale to date whereby erven are allocated to the highest bidder, it was noted that the public is more inclined to submit reasonable purchase prices and in most cases almost everyone who participates in such sale is allocated land. Bidders are eliminated once an erf is allocated; meaning that even a person who submitted the 12<sup>th</sup> ⇨ 15<sup>th</sup> highest bid on an erf, stands a chance of being allocated an erf, resulting in affordable prices and fewer possible cancellations. As no auctioneer is required, no commission is paid to a third party.

6. **Proposal**

Apart from the specific portion of land not being available / ready for sale, experience and previous sales have proven that only Council can service and provide land at affordable prices, since all private developers have sold their erven at enormous profit margins.

It is proposed that the applicants be informed that Council is currently attending to the subdivision and surveying of the specific portion of land.

Once the subdivision, surveying and servicing of this block is finalized it will be submitted to Council to determine the date of sale and price.

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

**RECOMMENDED:**

**That the application of Messrs Tamariskia Community for Block 1 be turned down.**

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11.1.6 **06: 2008 TO DATE: LAND APPLICATION (OMBUNDU INVESTMENTS) - UNSURVEYED PORTION OF TOWN AND TOWNLANDS NO. 41**

(C/M 2014/04/24 - G 3/9, G 4/1/1)

**Ordinary Management Committee Meeting of 10 April 2014, Addendum 7.6 page 244 refers.**

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

**1. Introduction**

The Management Committee on **13 March 2014** under item 7.9 discussed the three applications received to purchase the unsurveyed portion of Town and Town Lands No. 41, whereafter the following resolution was passed:

*(a) That this item be referred back and that the following application be resubmitted separately / individually to the Management Committee with all relevant documentation:*

1. Ombundu Investments trust - 07 February 2011
2. Dietenhofen CC - 06 December 2013
3. Tamariskia Community - 25 September 2013

*(b) That the Chief Executive Officer gives a presentation on how land development should be handled in the future.*

As per point (a) above, the matter is hereby resubmitted to the Management Committee for further discussion.

**2. Application**

Messrs Ombundu Investments on **7 February 2011** applied to purchase a portion of land from Council for township development. Another letter dated **01 August 2011** was received following up on their initial application, whereafter they were informed of Council's status regarding the sale of large portions of land as per letter dated **03 March 2011**.

Their application was considered by Council on **28 January 2014** and the following resolution, among others, was passed:

*(c) That the application of Messrs Ombundu Investments be referred back and be resubmitted to the next Management Committee meeting.*

They were requested to indicate the portion they applied for since Block 15 referred to in their initial application does not exist in Council's development plan.

A reply dated **17 February 2014** was received confirming that they actually referred to the portion of land as per attached map. Also attached to the response was the layout of the proposed township development.

**Attachments:**

- ① Letter dated **14 January 2011** from Messrs Ombundu Investments - **Annexure "A"**
- ② Follow up letter dated **01 August 2011** - **Annexure "B"**
- ③ Council's reply dated **05 August 2011** - **Annexure "C"**
- ④ Letter confirming the portion applied dated - **17 February 2014** - **Annexure "D"**
- ⑤ Map indicating the area applied - **Annexure "E"**
- ⑥ Layout of the proposed development - **Annexure "F"**

### 3. **Background**

With reference to the land applications received since 2008 to date, the Management Committee on **12 September 2013** under items 7.11 and 7.12 passed the following resolution:

- (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.*

With reference to point (b) above, large portions of land can be defined as a portion of land, developed (meaning streets, sidewalks, water, sewerage and electricity) or undeveloped land in extent of 5 000m<sup>2</sup> or 0.5 hectares and mainly intended for subdivision to create a township.

### 4. **Land Applied For**

The land applied for by the applicants listed below is Block 1 as per attached map.

The area measures approximately 234 424m<sup>2</sup> .i.e. it is double the size of the blocks allocated to the private developers.

The portion of land is not yet subdivided and therefore does not comply with the minimum requirements as per Council's Property Policy, being that a Surveyor-General approved diagram must be in place in order to register transfer of the property.

Furthermore, the area is not yet planned; in this regard the Management Committee's resolution passed on **10 March 2011** is quoted:

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

A map indicating the location of the portion is attached as **Annexure "D"**.

5. **Discussion**

One of Council's goals in its five-year plan is to provide serviced erven at affordable prices. This was accomplished with the development of Extension 15 where Council made erven available at N\$222.00/m<sup>2</sup> (which includes a 25% profit), meaning that the upset price of an erf of 600m<sup>2</sup> is N\$133 200.00. Unfortunately, high prices were bid at the public auction of **3 August 2012**. If more erven were available, it is certain that the prices would not have been so high.

As was submitted to the Management Committee of **16 August 2012**, Council has always realized a healthy profit while providing affordable erven to the public.

Furthermore, it should be kept in mind that although the generating of profits is essential, especially for cross subsidizing low-income areas, this is not the main objective of a public institution such as Council who needs to balance profit against providing affordable erven for the residents.

Council can provide serviced land at a lower price (upset price) than the private developers and due to the current high demand for erven, the risk that the erven will not be sold in order to recover the capital invested is very low.

Council has no control over the high prices submitted by either an auction or closed bid, although the upset prices are very reasonable.

Having had various closed bid sale to date whereby erven are allocated to the highest bidder, it was noted that the public is more inclined to submit reasonable purchase prices and in most cases almost everyone who participates in such a sale is allocated land. Bidders are eliminated once an erf is allocated; meaning that even a person who submitted the **12<sup>th</sup> ⇨ 15<sup>th</sup>** highest bid on an erf stands a chance of being allocated an erf, resulting in affordable prices and fewer possible cancellations. As no auctioneer is required, no commission is paid to a third party.

6. **Proposal**

Apart from the specific portion of land not being available / ready for sale, experience and previous sales have proven that only Council can service and provide land at affordable prices, since all private developers have sold their erven at enormous profit margins.

It is proposed that the applicants be informed that Council is currently attending to the subdivision and surveying of the specific portion of land.

Once the subdivision, surveying and servicing of this block is finalized it will be submitted to Council to determine the date of sale and price.

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

**RECOMMENDED:**

- (a) That Council *in principle* approves the sale of Block 1, measuring ±234 424m<sup>2</sup> as indicated on the attached map, to Messrs Ombundu Investments Trust for township development, pending the finalization of the subdivision by Council at the cost of the purchaser.**
  - (b) That the Engineering Services Department attends to the subdivision of Block 1 in order to compile a diagram for submission for approval by the Surveyor-General.**
  - (c) That the Engineering Services Department attends to the layout for Block 1 and once the layout is approved the item be resubmitted to the Management Committee to determine the purchase price and the other conditions of sale.**
-

11.1.7 **BUILD TOGETHER APPLICATIONS - MESSRS O KASHUUVIKA AND M NANGOMBE**  
(C/M 2014/04/24 - H 5/3)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.7 page 251 refers.

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

Council on **27 February 2014** resolved as follows:

*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.*

**Introduction:**

Mr O Kashuuvika - a Build Together Programme beneficiary visited the Office of the Mayor during January 2014. The purpose of his visit was to officially register his unhappiness about a Council decision taken on **28 June 2012**, which resolved to cancel his Build Together Programme loan. Mr O Kashuuvika argues that he was officially requested by the Municipality to apply for a Build Together Programme Loan during 2005 and his application was subsequently approved by the Ministry of Regional and Local Government; Housing and Rural Development.

Subsequent to his visit, His Worship the Mayor requested the Community Development Services Department to re-submit the item to Management Committee with all necessary information.

**Background:**

During the period 1994/5 the Municipality of Swakopmund constructed business units on Erf 632 Mondesa to accommodate a number of small and medium business enterprises (SME) operating from Mondesa. These business stalls however remained under-utilized as the targeted group felt that the area was not strategically located.

The business units however became very useful during the upgrading of the Single Quarters and Compound under the Meduletu project. It became critical that the affected residents find temporary accommodation while their houses were under construction. Since not all residents could find a place to stay, Council offered them the business stalls as transit accommodation in view of the fact there were no trading taking place at that time.

Upon the completion of the new houses the beneficiaries moved into their new houses; unfortunately, some of their extended family members stayed behind as homeowners could not move with them to their new houses due to limited spaces. Hence those left behind continued residing at Erf 632 while others opted to move to the DRC Informal Settlement.

During the Management Committee meeting of 12 March 2003, concerns were raised over the utilization of the business stalls as accommodation facility. In this respect, Management Committee resolved:

*That, in the meantime, the Community Services Manager maintains the current rental agreements, but that the residents be informed that the arrangement is only temporary and that they may be required to move to alternative accommodation on short notice.*

In addition, a committee consisting of the Manager Community Development Services, Town Engineer and the Deputy Town Treasurer was established to investigate possible options for utilization of erf 632 as the target group was not eager to operate from the particular site.

A letter was received from Messrs Swakopmund Youth Forum requesting Council permission to lease one of the business stalls in order to operate a business there. As a result, Management Committee on **21 October 2003** resolved amongst others:

*That the residents of the Mondesa Business Stalls be notified by the Community Services Manager in writing to vacate the premises, failing will result in the appropriate eviction steps to be taken by Council.*

The above resolution was communicated to the people concerned; however the message to vacate the premises was not well received. As a result, the residents reported the matter to the office of the Regional Governor demanding his intervention. After various consultations between Municipality and the Office of the Regional Governor, an understanding was reached to allow all the occupants to stay in the business stalls until alternative accommodation has been found for them.

During 2005, the Ministry of Regional and Local Government; Housing and Rural Development allocated an amount of N\$2 million to the Municipality through the Build Together Programme for purposes of upgrading the Single Quarters and Compound. However since the upgrading of the Single Quarter and Compound had already been completed, Council requested permission from the line ministry to utilize these funds for the benefit of the former Single Quarter and compounds residents. The above setting therefore presented the Municipality with an opportunity to finally solve the long outstanding problem of the business stall residents. As such, all those who were residing at the business stall were invited to register in order to benefit from the N\$2, 000,000.00 received from the government.

It was at this point that Messrs O Kashuuvika and M Nangombe were registered. Mr O Kashuuvika was at the time residing in the business stall which had been registered in the name of his brother Mr Reinhold Martin who had moved to Oshakati, while Mr M Nangombe resided in a business stall registered under his business partner MK Properties.

On **19 October 2011** during the allocation of erven at the Progressive Development Area, the Build Together Committee resolved among others:

*That the applicants hereunder retain their Build Together loans and that they be allocated with the following erf numbers:*

Reference Number	Name	Identity Number	Erf Number
8017000069	Onesmus Kashuuvika	79081510274	3821
8017000077	Malakia Nangombe	79090400806	3824

Subsequent to the above Build Together committee recommendation, the matter was submitted to the Management Committee on various occasions which resolved as follows:

<i>Date</i>	<i>Resolved</i>
27 October 2011	<p>(a) That this item be referred for further investigations and that it be resubmitted to Management Committee.</p> <p>(b) That the General Manager: Community Development Services provides documentary proof confirming the date when the business stalls were allocated to the following persons - O Kashuuvika, M Nangombe</p>
12 January 2012	<p>(a) That this item be referred back and that the General Manager: Community Development Services submits the list of applicants which was recently compiled and approved by the Decentralized Build Together Committee, to the next Management Committee meeting for consideration.</p> <p>(b) That the allocation of Build Together erven to beneficiaries only be considered after Council has approved the list in (a) above.</p>
16 May 2012	<p>(a) That this item be referred back for further investigation by the General Manager: Community Development Services and be resubmitted to the next Management Committee meeting.</p> <p>(b) That the following be provided:</p> <p>(i) Application form.</p> <p>(ii) Confirmation whether the applicants still stays at the Business stalls.</p>
28 June 2012	<p>That the following Build Together loans be cancelled due to the following reasons:</p> <ul style="list-style-type: none"> <li>• Mr O Kashuuvikwa - applied while he was not the legal lessee of Stall 21.</li> <li>• Mr M Nangombe - applied while he was not the legal lessee of Stall 5.</li> </ul>

### **Conclusion:**

The intention of Municipality to invite Messrs Kashuuvika and M Nangombe to register for the Build Together Programme was to solve the long outstanding issue of people utilizing the business stalls as accommodation facility by providing them with alternative option in conformity with the understanding between Council and Office of the Regional Governor, which was reached during 2003.

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

### **RECOMMENDED:**

- (a) That Council repeals its decision of 28 June 2012 to withdraw the Build Together loans of Messrs O Kashuuvika and M Nangombe.**
  - (b) That Messrs O Kashuuvika and M Nangombe be allocated Build Together loans and Erven 3821 and 3824 respectively.**
-

11.1.8 **CHURCH APPLICATIONS FOR NEWLY CREATED CORNER ERVEN  
IN THE PROGRESSIVE DEVELOPMENT AREA**  
(C/M 2014/04/24 - H 1/10/1, H 5/7)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.8 page 254 refers.

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

**1. Introduction**

A combined submission referring to various churches, welfare organisations, kindergartens and schools, as well as the available “institutional” land was considered by the Management Committee on **16 May 2013** under item 7.10 whereafter, among other, the following resolution was passed:

- (b) *That the available erven zoned “Institutional” be noted and the following proposal be considered:*
- (i) *With reference to Annexure “A”, that once the consolidation of the corner erven in Mondesa is finalized, Council offers these to the churches on the waiting list (dating back to 2004) who indicated that they wish to be located in the PDA in terms of Council’s resolution passed on 24 November 2011.*

Quoted below is the resolution passed on **24 November 2011** for ease of reference:

- (a) *That the following erven be consolidated into one erf and rezoned to “Institutional” erven and that special consent be granted for the consolidated erven to be used either for “Place of Public Worship” or “Place of Instruction” while the process of rezoning is underway:*
- ① *Erven 3507, 3508, 3485 and 3506, Mondesa;*
  - ② *Erven 3419, 3420, 3421 and 3442, Mondesa;*
  - ③ *Erven 3554, 3555, 3556 and 3589, Mondesa;*
  - ④ *Erven 3231, 3232, 3269 and 3288, Mondesa;*
  - ⑤ *Erven 3703, 3704, 3727 and 3748, Mondesa; and*
  - ⑥ *Erven 3612, 3613, 3614 and 3633, Mondesa*
- (b) *That consent be granted to the churches to develop the consolidated erven while the rezoning of the consolidated erven from “Single Residential” to “Institutional” is being finalized.*

Council on **28 February 2013** approved the sale of Erf 3703, Mondesa to Messrs Tears of Hope and this erf was therefore excluded from the consolidation process.

**2. Current Situation**

The consolidation of the corner erven is finalized and as per Management Committee resolution passed on **16 May 2013**, permission is sought from the Management Committee to offer these newly created erven to the first six churches on the waiting list in chronological order.

Currently only 5 of the 6 proposed consolidated erven are finalized. Point (a) ② of the above Council resolution will be considered



separately by the Townships Board as there was a problem with the registration of Erf 3442, Mondesa at the Deeds Office which was clarified. This consolidation was excluded in order not to delay the consolidation of the other erven.

These “*Single Residential*” erven must still be rezoned to “*institutional*” and surveyed. It is expected that the diagrams and rezoning will be finalized within the next six months.

Should any of the first six churches decline the offer, the next church on the waiting list will be offered the available erf.

Attached as **Annexure “A”** a chronological list of applications received from churches which comply with the requirements:

Attached as **Annexure “B”** is a map indicating the location of these six erven as well as the Townships Board resolution approving the consolidation.

### 3. **Land Use in terms of Town Planning Amendment Scheme 12**

<i>Zone</i>	<i>Purpose for which land may be used</i>	<i>Purposes for which land may be used and buildings may be erected and used with the special consent of the Council only</i>
<i>Institutional</i>	<i>Institutional Building</i>	<i>Dwelling House, Place of Assembly</i>

“*INSTITUTIONAL BUILDING*” means a building or portion of a building used or intended to be used as an old age home, crèche, public or private school, community hall, religious or charitable institution and / or the administration thereof, and includes a hospital, clinic or dispensary, whether private or public, used in connection therewith, but does not include:

- (a) A hospital, sanatorium, dispensary or clinic for the treatment of infectious or contagious diseases, or
- (b) Premises for the detention of mentally disordered persons, or
- (c) A mental hospital.

### 4. **Provisions of the Revised Property Policy**

Attached as **Annexure “C”**.

### 5. **Purchase Price**

The cost for the installation of services to the erven amounts to **N\$102.22 / m<sup>2</sup>**, as indicated below:

For information, below is a table reflecting the cost for the installation of services for erven under Phase 7 in the Progressive Development Area (PDA):

<b>PDA - Service Cost</b>		
<b>Area A - Fully Serviced (Phase7)</b>		
<i>Total Area for Erven:</i>	138724	
<i>Average Erf Area:</i>	382.16	
<i>No. of Erven:</i>	363	
<i>Average</i>	N\$39,064.65	

Erf Price:					
			<b>Price/m<sup>2</sup></b>	<b>% of Total</b>	<b>Price per erf</b>
Tender price for Civil Services:	2 572 393.15	N\$ 18.54	18.14%	N\$ 7 086.48	
Consultancy Fees:	N\$155 871.22	N\$ 1.12	1.10%	N\$ 429.40	
Electricity:	Reticulation:	N\$10 979 738.50	N\$ 79.15	77.43%	N\$ 30 247.21
Survey Cost:	N\$201 420.97	N\$ 1.45	1.42%	N\$ 554.88	
Town planning Cost:		N\$ 0.00	0.00%	N\$ -	
Supervision Fees	@ 2%	N\$271 042.63	N\$ 1.95	1.91%	N\$ 746.67
<b>Total:</b>			<b>N\$102.22</b>	<b>100.00%</b>	<b>N\$ 39 064.65</b>

- In addition to the above, for the consolidation of these erven an additional amount of 50% of **N\$ 5 750.00** per erf must be added to the purchase price.
- In order for Council to recover at least part of the 50% subsidized price it is proposed that the pro rata cost for the rezoning also be added to the purchase price, as well as
- 50% of the cost for the survey and registration of the newly created erven.

In terms of Council's **Property Policy** the purchase price for land sold to churches is determined as follows:

The price will be subsidized by Council to the value of 50% of the cost of installation of services per square metre at the time the erf was developed.

The price will not be escalated from the date on which services were completed.

The following erven were created by the consolidations:

- ① **Erf 4369, Mondesa** - Erven 3507, 3508, 3485 and 3506, Mondesa;
- ~~② **Erf ..., Mondesa** - Erven 3419, 3420, 3421 and 3442, Mondesa;~~
- ③ **Erf 4367, Mondesa** - Erven 3554, 3555, 3556 and 3589, Mondesa;
- ④ **Erf 4372, Mondesa** - Erven 3231, 3232, 3269 and 3288, Mondesa;
- ⑤ **Erf 4371, Mondesa** - Erven 3704, 3727 and 3748, Mondesa; and
- ⑥ **Erf 4368, Mondesa** - Erven 3612, 3613, 3614 and 3633, Mondesa

Without having diagrams in place, but in order for the churches to have an indication of the purchase price the sizes of the newly created erven are estimated at:

- ① **Erf 4369, Mondesa** - 2 115 m<sup>2</sup> x N\$51.11 = N\$ 108 097.65
- ~~② **Erf ..., Mondesa** - this consolidation will be finalized at a later stage.~~
- ③ **Erf 4367, Mondesa** - 2 120 m<sup>2</sup> x N\$51.11 = N\$ 108 353.20
- ④ **Erf 4372, Mondesa** - 2 077 m<sup>2</sup> x N\$51.11 = N\$ 106 155.47
- ⑤ **Erf 4371, Mondesa** - 1 708 m<sup>2</sup> x N\$51.11 = N\$ 87 295.88
- ⑥ **Erf 4368, Mondesa** - 1 933 m<sup>2</sup> x N\$51.11 = N\$ 98 795.63

## 6. **Proposal**

It is proposed that the Management Committee approves that the six newly created corner erven be offered chronologically to the first six church applications on the waiting list, it is that the first applicant has the first option to choose an erf and the procedure apply subsequently.

Should any of the first six churches decline the offer to purchase an erf, the erf be offered to the next church on the waiting list.

In conclusion it is proposed that Council approves the purchase price per square metre for these consolidated erven in Extension 7 and Extension 8 of N\$ 51.11 / m<sup>2</sup> plus N\$5 750.00 (being the consolidation cost per erf) and any additional cost, such as, but not limited to the rezoning, surveying and registration of the newly created erven.

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

**RECOMMENDED:**

**(a) That the following institutional erven be offered to the following churches at the cost indicated below:**

<i>Erf</i>	<i>Size</i>	<i>cost</i>	<i>Church</i>
<i>Erf 4369, Mondesa</i>	<i>2 115m<sup>2</sup></i>	<i>2 115m<sup>2</sup> x N\$51.11 = N\$ 108 097.65</i>	<i>The Pastoral Church Council, SANCTA FAMILIA Church Roman Catholic Church</i>
<i>Erf 4367, Mondesa</i>	<i>2 120m<sup>2</sup></i>	<i>2 120m<sup>2</sup> x N\$51.11 = N\$108 353.20</i>	<i>ORUUANO Protestant Unity Church</i>
<i>Erf 4372, Mondesa</i>	<i>2 077m<sup>2</sup></i>	<i>2 077m<sup>2</sup> x N\$51.11 = N\$106 155.47</i>	<i>Evangelical Lutheran Church (ELCRN)</i>
<i>Erf 4371, Mondesa</i>	<i>1 708m<sup>2</sup></i>	<i>1 708m<sup>2</sup> x N\$51.11 = N\$87 295.88</i>	<i>Evangelical Bible Church of Namibia</i>
<i>Erf 4368, Mondesa</i>	<i>1 933m<sup>2</sup></i>	<i>1 933m<sup>2</sup> x N\$51.11 = N\$98 795.63</i>	<i>Full Hope in Christ Ministries</i>

**(b) That Council approves a purchase price of N\$51.11 / m<sup>2</sup> for the newly created erven in Extensions 7 & 8, plus N\$5 750.00 (being the consolidation cost per erf) and 50% of any additional cost, such as, but not limited to the rezoning, surveying and registration of the newly created erven.**

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**FEEDBACK REPORT: KWADUKUZA DISTRICT MUNICIPALITY'S VISIT TO SWAKOPMUND AND THE ESTABLISHMENT OF THE SWAKOPMUND MUNICIPAL INSTITUTE OF LEARNING AND EXCHANGE (SMILE)**

(C/M 2014/04/24 - A 2/3/1/7/1)

**Ordinary Management Committee Meeting of 10 April 2014, Addendum 7.9 page 269 refers.**

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

**INTRODUCTION**

An invitation was send to Council requesting the delegation from kwadukuza District Municipality to have a 2-day peer learning and exchange visit in Swakopmund from **25-26 February 2014**.

Management Committee on **18 February 2014** under item 8.1 resolved as follows:

- (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 Council approves the twinning with KwaDukuza Municipality (South Africa) 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.*

**MEETING**

The delegation arrived on **24 February 2014** and was welcomed by the Mayor of Swakopmund, His Worship, Councillor J Kambueshe and the Corporate Officer: Marketing & Communication at the Walvis Bay Airport. The Mayor of Kwadukuza, His Worship, Councillor N R Mthembu had other commitment and was replaced by the Deputy Mayor of Kwadukuza, Her Worship, Councillor D Govender.

The delegation of Kwadukuza District Municipality consisting of eight (8) members, two (2) members from MILE, and one representative each from ALAN, NALAO and UCLG (see **attached** attendance list) had a 2-day peer learning meeting from **25-26 February 2014**. The Mayor of Swakopmund, His Worship, Councillor J Kambueshe together with Councillor N N Salomon, the Chief Executive Officer, General Managers, the Manager: Planning and the Manager: Human Resources welcomed and addressed the delegation on **25 February 2014** in the Management Committee room.

Presentation on the different functions and structures of various departments was done by the General Manager of the relevant department in the Municipality of Swakopmund. In the afternoon session,

the Executive Director: Corporate Governance, Mr Mandla Manzini and the Chief Town and Regional Planner, Mr Chimene Pereira presented the meeting with their presentation regarding the set-up, structure and functions of the Kwadukuza District Municipality, South Africa.

During all the presentations, various questions and answers were exchanged. It was evident that both Municipalities were managing very well but because of the environment and population difference, there were only few needs.

The population of Kwadukuza is over 320 thousand inhabitants and the town is surrounded by forestry and plantation while Swakopmund has ± 50 thousand inhabitants and surrounded by the Namib dessert. Both are coastal towns.

A township tour was arranged for the delegation and they were impressed by the cleanliness, infrastructure and road works of Swakopmund. They were eager to know how the Municipality of Swakopmund managed to maintain the informal settlement (DRC) because it is very clean and the erven/plots are properly divided and neat compared to the informal settlements of Kwadukuza. Many positive compliments and observations were made during the excursion.

During the meeting, the Mayor and the General Manager: Health Services explained that Council wants to continue being the cleanest town in Namibia and that the residents of Swakopmund also enforce respect towards the leadership of Swakopmund and Namibia, that is why everyone acts responsibly.

## **MILE**

On the **26 February 2014**, the two representatives, Mr Sogen Moodley, Senior Manager and Ms Genevieve Hartley, Programme Manager from MILE (Municipal Institute for Learning and Exchange), eThekweni, Durban, South Africa, explained the aim of the learning and exchange programme and gave a presentation. The two Municipalities were requested to discuss and write three areas of strength and weakness that they can teach or be taught in the exchange programme that is to be established between Swakopmund Municipality and Kwadukuza District Municipality. The strength and weakness/ good practices were discussed between the two Municipalities. (See **attached** draft summary).

The delegation from Swakopmund will be invited by the Executive Director: Corporate Governance, Mr Mandla Manzini after he has discussed with his Council and they indicate which areas they should get assistance on soon.

## **THE WAY FORWARD**

Ms Sara Hoeflich de Duque from the United Cities and Local Government (UCLG), Germany also briefed the meeting about the aim of her organization and explained the funding procedures from the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) and that the guarantee to assist with the payment for travelling and

accommodation is only valid until end **March 2014**. Since it is campaigning and election period in South Africa for the next three months, it will be impossible for Council to send a delegation to Kwadukuza before the end of **March 2014**. She recommended Council should start sourcing funds through donations or sponsors in order to send it's delegation to Kwadukuza or Durban, South Africa to have site visits and physical knowledge of the District.

Ms Sara Hoeflich de Duque also encouraged the Swakopmund Municipality to make use of the opportunity to establish Swakopmund Municipal Institute for Learning and Exchange (SMILE) in consultation with the eThekweni based MILE program and the local support from the Namibian Association of Local Authority Officials (NALAO).

The General Manger: Health Services briefed the meeting about the various projects that Council has done and is busy with regarding learning exchange with other Namibian Municipalities/ town Councils and the community and schools of Swakopmund. He also informed the meeting about the twinning agreement between Council and Malmo, Sweden, and advised the KwaDukuza District Municipality to enter into such an agreement too.

## **CONCLUSION**

Now that a good foundation is laid between Municipalities in this exchange, it is recommended that Council should support the implementation of the next steps / phases.

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

#### **RECOMMENDED:**

- (a) That the feedback report regarding the meeting that took place from 25-26 February 2014 in Swakopmund between KwaDukuza District Municipality and Swakopmund Municipality be noted.**
  - (b) That Council consider twinning with KwaDukuza Municipality (South Africa) and that a twinning agreement be drafted for approval.**
  - (c) That Council supports the twinning / exchange programmes and the creation of Swakopmund Municipal Institute for Learning and Exchange (SMILE) in consultation with the eThekweni based MILE program and the local support from the Namibian Association of Local Authority Officials (NALAO).**
  - (d) That funding be sourced from the United Cities and Local Government (UCLG) for a delegation from Swakopmund Municipality to visit the KwaDukuza District Municipality when they invite Council.**
-

11.1.10 **CONDONATION OF THE RENTAL OF LAND IN THE SWAKOPMUND TOWNLANDS, 18KM EAST OF SWAKOPMUND AS BTS SITE FOR MESSRS MOBILE TELECOMMUNICATIONS LIMITED**

(C/M 2014/04/24 - G 4/2/2/2)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.12 page 289 refers.

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

Correspondence was received from Messrs AGA Technical Services (Pty) Ltd in 2009 on behalf of Messrs Mobile Telecommunications Limited (MTC) requesting approval for the rental of a portion of land from Council to use as BTS site in the desert area east of Swakopmund. Coordinates were supplied to indicate the exact location in a letter and a Google Earth Map showing a satellite photo was attached, but showed another set of Global Positioning System (GPS) coordinates. (**Annexure "A"**)

According to the coordinates stated on the map, the area was identified to be outside the Townlands boundaries of Swakopmund and as such the General Manager: Engineering Services at the time informed the applicant that the area falls outside the jurisdiction of Council. (**Annexure "B"**)

On further investigation in November 2013, it however became apparent that the BTS site with a tower and equipment room was in fact erected within the boundaries of Council's land. The exact coordinates of the tower were taken by the Manager: Operations with his GPS when he physically visited the site and was established to be S 22°36.016', E 014°41.338'. (**Annexure "C"**)

These coordinates places it approximately 18km east of Swakopmund and within the Swakopmund Townlands and therefore under Council's control.

A meeting was held with Messrs MTC and they confirmed that they were under the impression that the BTS site was in fact established outside the boundaries of Council's jurisdiction and as such they obtained the relevant permission to occupy from the Erongo Regional Council at the time. Messrs C.G. Pieterse Professional Land Surveyor also confirmed that the BTS site is in fact situated within the Townlands of Swakopmund and the area used by Messrs MTC for their tower and equipment room is 81 m<sup>2</sup> in size. (**Annexure "D"**)

On request from Messrs MTC, it is proposed that the establishment of the BTS site in September 2010 be condoned by Council and that a lease agreement be concluded with Messrs MTC as from September 2010 when the site was created for the standard period of 5 years subject to the standard conditions and requirements applicable to all BTS rentals. The condonation of the lease by Council will be subject to Ministerial approval as per Section 30 (1)(t) of the Local Authorities Act, Act 23 of 1992 as amended which applies to the lease of land on undivided Townlands.

An Environmental Impact Assessment has already been done for the site and the relevant permission obtained from the Ministry of Environment and Tourism. (**Annexure “E”**)

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

**RECOMMENDED:**

- (a) That the lease of a portion of land at the GPS coordinates S 22°36.016', E 014°41.338' 81 m<sup>2</sup> in extent to Messrs Mobile Telecommunications Limited be condoned as from 1 September 2010 for a period of 5 years.
  - (b) That the lease in (a) be subject to Ministerial approval to be obtained in terms of Section 30(1)(t) of the Local Authorities Act, (Act 23 of 1992), as amended for the lease of land on undivided Townlands.
  - (c) That the lease be established at N\$20.92 /m<sup>2</sup> per month as from 1 September 2010 with an annual escalation of 10% as from 1 July 2011.
  - (d) That the Finance Department levy the back dated lease rental as per (b) above from the date of the occupation of the site until 31 August 2014.
  - (e) That the relevant area and lay-out be demarcated on a map by the Engineering Services Department.
  - (f) That Messrs MTC adheres to the following requirements:
    - (i) *A maximum height of 25m*
    - (ii) *Environmental Impact Assessment*
  - (g) That building plans of all the existing buildings be submitted to the Engineering Services Department.
  - (h) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.
  - (i) That all costs be for the account of the lessee.
  - (j) That Messrs MTC installs their own electrical meter so that any expenses and costs generated be allocated to Messrs MTC.
  - (k) That should any of the statutory conditions not be met by or lease conditions not be acceptable to Messrs MTC, they be required to dismantle and remove all existing structures at the current site and restore it to the same condition as the immediately surrounding area within a reasonable period and to the satisfaction of the Engineering Services Department.
  - (l) That in the event of (j), Messrs MTC be required to pay the rental tariff established in (a) until such time as the area has been vacated and restored satisfactorily.
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11.1.11 **REFUND OF REFUNDABLE DEPOSIT - MESSRS ATLANTIC SEABOARD PROPERTY DEVELOPMENT (PTY) LTD**  
(C/M 2014/04/24 - E 4824)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.13 page 295 refers.

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

The purpose of this submission is for Council to approve the repayment of the N\$5000.00 refundable deposit due to the purchaser of Erf 4824, Messrs Atlantic Seaboard Property Development (Pty) Ltd without the presentation of the original receipt as this is missing.

At the Management Committee meeting of **15 February 2007** it was resolved:

*(c) That in future refunds only be honoured upon proof of original receipt (status quo).*

Following the Closed Bid Sale of 30 August 2014, Messrs Atlantic Seaboard Property Development (Pty) Ltd acquired Erf 4824, Swakopmund as the highest bidder.

The transaction was successfully registered in the name of the purchaser on **26 February 2014**.

Clause 6 of the Deed of Sale for this transaction states as follows:

*The N\$5 000.00 refundable deposit will be refunded to the PURCHASER after the transaction has registered in the name of the purchaser. A cancellation of the sale for whatsoever reason will result in the PURCHASER forfeiting the N\$5 000.00 refundable deposit if favour of the SELLER.*

Following the registration of the transaction, the purchaser applied for the above refund. The Property Officer requested the submission of the original Receipt No. 14869, a copy of which was attached to the bid form. The purchaser's representative that signed the Declaration of Purchase on his behalf on the day of the sale, claimed to have handed the original receipt to one of the employees that was assisting with the administration of the Closed Bid Sale. The receipt is however not on file and cannot be found.

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

**RECOMMENDED:**

- (a) That Council approves the refund of the N\$5 000.00 refundable deposit due to the purchaser in terms of clause 6 of the Deed of Sale for Erf 4824, Swakopmund.**
  - (b) That the powers to approve refundable deposits be delegated to the Chief Executive Officer.**
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11.1.12 **PROJECT SHINE 2014**  
(C/M 2014/04/24 - G 1/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.14 page 297 refers.

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

Project Shine has been running very successfully for the past six years, by promoting cleanliness and contributing to the social upliftment of non-profitable organizations.

Originally, the aim was to clean the main road from Swakopmund to Arandis of litter. In 2008 the project included the shoreline between Henties Bay and Sandwich Harbour. In 2009 the project focused on the cleanliness of the desert and in 2013 the Swakopmund River mouth was included as one of the areas to be cleaned.

During the year 2014 additional areas will be included such as the main road from Swakopmund to Walvis Bay and the main road from Swakopmund to Henties Bay, which means more groups will be selected to participate in the clean-up campaign of Project Shine.

The report and project charter is **attached** for perusal.

Based on the successful completion of the project and the impact it has on promoting a clean environment;

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

**RECOMMENDED:**

- (a) That permission be granted to the General Manager: Health Services to proceed with the arrangements to hold Project Shine 2014.
  - (b) That the annual contribution by Council as one of the major stakeholders of Project Shine be increased to N\$30 000.00 as partial provision to cover the related expenses to host the project in 2014.
  - (c) That the amount in (b) above be transferred from the Pollution Control Fund to Vote 103541000100, to be used in addition to the funds deposited by the other main sponsors of Project Shine 2014, to cover the monthly payments for participants in the clean-up project.
  - (d) That the General Manager: Finance be authorized to do all requested payments related to the project and in accordance with the Municipal Financial Regulations.
-

11.1.13 **INTRODUCTION OF THE DEEP COLLECTION SYSTEM (MOLOKS) IN SWAKOPMUND**  
(C/M 2014/04/24 - G 1/1, M 2)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.15 page 307 refers.

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

Council Committee on **28 November 2012** under item 11.1.45, inter alia resolved as follows:

- (a) *That the General Manager: Health Services enters into negotiations with Messrs Rent-A-Drum in collaboration with the Finnish program to develop and manage the planned Material Recovery Facility at the Landfill Site, for approval by Council.*

A memorandum of agreement was signed between the two parties which agreement made provision for a trial run for a deep collection system in Swakopmund as quoted below.

The Role of the Municipality of Swakopmund included that:

**Clause 2.1.6.** *Shall agree to implement a pilot project of Deep Collection systems in 3 mutually agreed areas for a period of 6 months and based on evaluation of the piloting **agrees to consider implementing** the Deep Collection System as prioritised waste collection system where possible and as approved by Council from time to time.*

**Clause 2.1.9** *The Municipality will introduce a policy to promote the implementation of the deep collection system at all new developments. This is done to systematically phase out the existing waste management collection system where possible. The deep collection system needs to be the system for collection. All refuse collected in the system will be for the use at the MRF and the removal will be the responsibility of **RAD (Rent-A-Drum) and at a service fee agreed upon between the parties.***

The Health Services Department (HSD) received correspondence from RAD (**attached**) related to the mentioned agreement in which correspondence it was explained that the trial period was extended to **31 March 2014** but that it has now ended.

It is further noted that the system has proven to be very cost efficient and that it had some hygienic advantages as a waste collection system. The company further expresses its intent to continue with the further development of the deep collection system if so approved by Council.

However, Messrs RAD now offers the installed three deep collection units to Council on either a lease basis and has also provided the purchase option as portrayed in the **attached** quotation.

Cost to Council for the three units that were installed at the playground at the Molen, entrance to the Jetty and opposite Woermann Brock in Mondesa respectively, is explained below as per their quote.

<b>Description</b>	<b>Quantity</b>	<b>Times/Month</b>	<b>Unit Price N\$</b>	<b>Total N\$</b>
<b>Rental option for 3years Agreement</b>				
Fixed standing fees per month - 5m <sup>3</sup> Molok Classic	<b>3</b>	<b>1</b>	586.96	1,760.88
Standing fees will be adjusted on the same basis rate as per the repo rate of BoN and annually with CPI rate			<b>Total</b>	<b>1,760.88</b>
The Molok will remain the property of RAD who will have the sole right to do the emptying. RAD will be responsible for the maintenance on the Molok and the lifting bag. On early cancellation of the contract RAD will charge the client for the removal of the Molok and 75% repayment of the remaining standing fees as on cancellation date.			Vat	264.13
			<b>Monthly Cost</b>	<b>2,025.01</b>
<b>Standing Fees Only</b>			<b>Annual Cost</b>	<b>24,300.12</b>
			<b>3 years +10%pa</b>	<b>81,000.00</b>
<b>PURCHASE OPTION</b>				
5m <sup>3</sup> Molok Classic	<b>3</b>		46942.75	140,828.26
			Total	140,828.26
			Vat	21,124.24
			<b>Once off Cost</b>	<b>161,952.50</b>
<b>Emptying costs</b>				
Cost/emptying for 5m <sup>3</sup> Molok Classic( Once every two weeks)	<b>3</b>	<b>2.17</b>	434.78	2,823.91
			Total	2,823.91
			Vat	423.59
			Monthly cost	<b>3,247.50</b>
			<b>Annual Cost</b>	<b>38,970.00</b>
			<b>3 years +10%pa</b>	<b>129,900.00</b>
<b>EST. Total rental costs for three years</b>		<b>3</b>		<b>210,900.00</b>
<b>EST. If Purchased = Price + Emptying Costs</b>				<b>291,852.50</b>
<b>Conditions</b>				
The quote is valid for ten days				

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

**RECOMMENDED:**

- (a) That Council does not enter into an agreement with Messrs Rent-A-Drum for the rental or purchasing of the deep collection containers due to the high cost.**
  - (b) That permission be granted to Messrs Rent-A-Drum to enter into agreements with interested parties in Swakopmund in accordance with the Memorandum of Agreement signed with Council.**
  - (c) That permission be granted to Messrs Rent-A-Drum to remove the deep collection units where it was installed for the purpose of the trial run.**
  - (d) That permission be granted to the General Manager: Health Services to negotiate better terms with Messrs Rent-A-Drum.**
-

11.1.14 **LEASE AGREEMENT FOR THE DEVELOPMENT OF A MATERIAL RECOVERY FACILITY (MRF) IN SWAKOPMUND**  
(C/M 2014/04/24 - G 1/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.16 page 310 refers.

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

During **November 2012**, the General Manager: Health Services submitted an item to Council dealing with the development of a Material Recovery Facility (MRF) on the landfill site as a partial fulfillment of Councils strategic goal to have recycling fully implemented in Swakopmund in 2015.

The General Manager: Health Services highlighted the National North South Programme between municipalities adopted by the Namibian Government, which started in the year 2000 and includes inter alia a similar programme as the current one between Sweden (Malmo City) and Namibia (Swakopmund).

In addition to the above it was indicated that a Finnish program existed in Namibia, which is built on Local Democracy, Development and Social Innovations (PLDDSI). The programme operates at the municipal level and was originally started up by the Finnish Local and Regional Authorities, involving Ondangwa and Keetmanshoop municipalities.

On the basis of focal operational areas with other Municipalities in Namibia, the General Manager : Health Services entered into discussions with the Honorary Consul of Namibia to Finland to determine whether the programme objectives and action plans make any provision for waste management and Environmental Health issues. All indications were that the Finnish-Namibian municipal partnership programme was involved in an in depth survey on waste management and recycling as well as developmental plans that was published in a related document in 2010. Potential recycling businesses with private-public partnerships in Ondangwa and Keetmanshoop in particular and in Namibia in general were identified.

Based on the above information, Council, at a meeting held on **15 November 2012** under item 11.1.45 (a) inter alia resolved;

- (e)** *That the General Manager: Health Services enters into negotiations with Messrs Rent-A-Drum in collaboration with the Finnish program to develop and manage the planned Material Recovery Facility at the Landfill Site, for approval by Council.*

Council's strategic goals and objectives in terms of improved solid waste management principles and recycling goals were tabled to Messrs RENT-A-DRUM and the delegates of the Finish program and the outcome of the discussions revealed that:

1. *The Finnish programme identified Rent-A-Drum, a private waste entrepreneur in Namibia, as the private-public partner based on its experience in the field of Solid Waste Management to deliver a full-scale Recycling and Solid Waste*

*Management Service in Namibia, in cooperation with Finnish company partner Molok, manufacturer of an innovative deep collection system of waste.*

2. *The partnership between Rent-A-Drum, Finnish company Molok Ltd, Polytechnic of Namibia and Tampere University of Applied Sciences TAMK will provide support for the innovation, research, planning and development of the Material Recovery Facility (MRF), integrated in an innovative deep collection system of waste that can serve the coastal community.*
3. *Support may even include promoting a local industry where recycled products can be processed instead of carting it to other countries.*
4. *In terms of Local Economic Development, the process can enhance the local SME Sector by supporting small-related business ventures with locally designed training programmes.*
5. *Supports the Polytechnic of Namibia in planning its environmental education programmes as well as research and innovation processes on specific topics.*
6. *The process will support and advise facilitating funding for the MRF, which in turn will lead to job creation, further industrial development and controlled recycling systems.*
7. *The program motivated and introduced the development of a Deep Collection System (Molok System) which could replace the conventional waste storage and removal system because it provides more capacity, longer intervals in between removals, improved hygiene, improved convenience and space saving above ground level, as well as Molok deep collection system improves visual image of municipal infrastructure and environment.*
8. *The program is involving Finnish government support to Molok-Rent-A-Drum cooperation through approved FINNPARTNERSHIP –funding and cooperation with Ministry of Environment and Tourism in Namibia and newly established Environmental Investment Fund EIF as well as Finnish Fund for Industrial Cooperation FINNFUND is under negotiations.*

A Finnish delegation visited the Municipality of Swakopmund on **17 November 2012**. The Mayor, Chairperson of Management Committee and Chief Executive Officer attended a meeting where the delegation elaborated on the importance for Swakopmund to be part of a larger Government initiative to promote the North South Partnership Programme which has as one of its activities to increase recycling initiatives and expand the industry so as to be self-supporting in Namibia.

After all the deliberations on co-operation between the respective stakeholders, Council, at a meeting held on **31 January 2013** under item 11.1.2 inter alia resolved;

- (a) *That the Memorandum of Understanding (on file) be approved as the most viable option for the Solid Waste Management Plant in Swakopmund, subject to the deletion of all references to the management of the landfill site by Messrs Rent-A-Drum.*
- (b) *That a Swakopmund Waste Management Partnership (Municipality and Rent-A-Drum) be established and that a strategy be developed to increase recycling volumes and to reduce the volume of waste that is deposited at the landfill in accordance with Appendix A, the Memorandum of Agreement.*
- (c) *That Messrs Rent-A-Drum be given permission to construct and manage the new Material Recovery Facility at the landfill site at their own cost and subject to finalization of all statutory processes.*
- (d) *That with effect 01 September 2013 (or as soon as the plant is up and running), the Municipality allows Messrs Rent-A-Drum to implement a recycling collection system in town where all recyclables collected will be the property of Messrs Rent-A-Drum.*

- (e) *That the Chief Executive Officer and General Manager: Health Services be mandated to monitor and control the implementation of the Swakopmund Waste Management Program in conjunction with Messrs Rent-A-Drum.*
- (f) *That all cost aspects be reflected in the Memorandum of Agreement.*

Some statutory delays were experienced since the signing of the Memorandum of Understanding (MOU), but the draft lease agreement has finally been concluded and is now submitted to Council for discussion. Relevant supporting documents are attached for information and therefore

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

**RECOMMENDED:**

- (a) **That the attached lease agreement be approved and be submitted to the line Ministry for consideration subject to the required amendments.**
  - (b) **That Messrs Rent-A-Drum be charged a nominal fee of N\$1 000.00 for the rental of the property considering the fact that they will collect and process recyclables for their own account.**
  - (c) **That permission be granted to Messrs Rent-A-Drum to construct and manage the new Material Recovery Facility at the landfill site at their own cost and subject to finalization of all statutory processes.**
  - (d) **That the purchase price for the land be determined once the facility is operational.**
  - (e) **That the local informal recyclers be accommodated first at the Material Recovery Facility.**
-



11.1.15 **HANGAR LEASE AGREEMENTS: SWAKOPMUND AERODROME**  
(C/M 2014/04/24 - N 9/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 7.17 page 336 refers.

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

At the Council meeting of **28 November 2013**, it was resolved under item 11.1.2:

*That all existing lease agreements be terminated and that hangar owners be issued with new lease agreements incorporating the changes in (b) (i) to (viii) below and that this new agreement replaces the existing lease agreement as valid contract reflecting the terms and conditions of lease between Council and all hangar lessees at the Swakopmund Aerodrome*

Following the above decision, the amended 2<sup>nd</sup> round of lease contracts were sent to all hangar owners on **29 November 2013**. All hangar owners were requested to sign and return the lease agreements to the office of the Property Section on or before **20 December 2013** which afforded them 21 days to do so. This deadline is also incorporated in the lease agreement under clause 11.5 which states that:

*The LESSEE shall complete all documents, deeds or other written forms requested from himself and send the abovementioned to the LESSOR, or the LESSOR's duly authorised agents, which ever the case may be within 21 (twenty-one) days after he is requested to do so.*

Correspondence was then received from Mr Heiner Schlusche on behalf of the hangar owners to request an extension on the due date for the signing and return of the agreements as a result of many owners being away from Swakopmund over the festive season. (**Annexure "A"**)

The Chief Executive Officer agreed to an extension and hangar owners were sent written confirmation that the extension had been granted and that **31 January 2014** would be the new due date for the return of all lease agreements. (**Annexure "B"**)

**Contracts concluded as at 31 January 2014**

By the due date of **31 January 2014**, 44 lease agreements were signed and returned to the Property Section with the following 8 lease agreements being outstanding:

Hangar Owner	Hangar No.
Hans Kriess Properties CC - Mr Hans Kriess	6
Bush Bird CC - Mr Andy Werhli	9
Mr Brian Roos	10
Mr Heiner Schlusche and Schlusche Investments (Pty) Ltd	14, 15, 39, 40
Mr Mias Coetzee	24

Following further discussions between the General Manager, Manager and Property Officer with the respective hangar owners, two more hangar owners signed and returned their lease agreements as follow:

- *Mr Werhli, Hangar 9-13 February 2014*
- *Mr Coetzee - Hangar 24-31 March 2014*

Both the lease agreements were accepted even though they were returned after the due date of **31 January 2014**.

### **Airport's Committee**

The matter was tabled to the Airport's Committee for its consideration on **4 March 2014**. At the time, the lease agreements of Hans Kriess Properties CC, Mr Brian Roos and Mr Mias Coetzee remained outstanding.

It was resolved that the relevant hangar owners who had not signed their lease agreements at the time, be invited to an audience with the committee in order to afford them the opportunity to state their reasons for not being willing to sign the agreements.

Mr Kriess and Mr Coetzee attended a meeting with the Airport's Committee on **11 March 2014**.

Both Mr Kriess and Coetzee proceeded to state their reasons for not signing the lease agreement by **31 January 2014**. Following the meeting, the Airport's Committee resolved that the relevant owners be informed that should their lease agreements not be signed and returned to the office of the Property Officer by **31 March 2014**, it will be reported to Council accordingly. (An example of the letter is attached as **Annexure "C"**).

Mr Kriess of hangar 6 and Mr Coetzee of hangar 24 signed and returned their lease agreements on **26** and **31 March 2014** respectively. Mr Roos of hangar 10 also signed and returned his lease agreement to the office of the Property Officers on **20 March 2014**.

The remaining 3 outstanding lease agreements were also accepted despite the fact that they were returned after the due date of **31 January 2014**.

### **Conclusion**

All lease agreements for the 52 hangars at the Swakopmund Aerodrome have now been signed and returned to Council.

Council's legal representative is in the process of compiling a lease agreement for the fuel supplier at the airport on the conclusion whereof it will be submitted to Council for approval.

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

**RECOMMENDED:**

**(a) That Council takes note of the following lease agreements that were signed and returned by the due date of 31 January 2014:**

- 1) *Mr Hilmar Knupp - Hangars A and B,*
- 2) *Dis Engineering, Mr Klaus Bajorat - Hangar C,*
- 3) *Mr Ernst Keibel - Hangar 1,*
- 4) *Mr Quinton Liebenberg - Hangars 2 and 3,*
- 5) *Mr Hubert Herzog - Hangar 4,*
- 6) *Dr Reinward Matheis - Hangar 5,*
- 7) *Salt Company (Pty) Ltd, Mr Johan Klein & Detlef Klein - Hangars 8 and 16,*
- 8) *O&H Aviation Joint Venture, Mr Owen Sivertsen - Hangar 11,*
- 9) *Swakopmund Flying School & Aviation Ventures (Pty) Ltd., Mr Jacques Jacobs - Hangars 12 and 21,*
- 10) *Branko Geophysics, Mr Branko Corner and Klaus-Peter Knupp - Hangar 17,*
- 11) *The Cessna Wings Trust, Mr Wolfgang Grellmann - Hangar 18,*
- 12) *Mr Christo Marais - Hangar 19,*
- 13) *Weimann's Capentry, Mr Horst Weimann - Hangar 20,*
- 14) *Mr Rudi Kintscher - Hangars 22 and 23,*
- 15) *Swakopmund Skydiving Club Committee, Mr EddyTechman - Hangar 25,*
- 16) *Mr Frederick Gey van Pittius - Hangar 26,*
- 17) *Mr Matthias Röttcher - Hangar 27,*
- 18) *Mr Eddy Techman - Hangar 28,*
- 19) *Botha Aviation, Mr Jacobus Botha and Johannes Botha - Hangar 31,*
- 20) *Mr Friedrich Simon - Hangar 32,*
- 21) *Dr Jannie Tromp - Hangar 33,*
- 22) *Klein Aviation Enterprises t/a Pleasure Flights, Mr Erwin Goebel - Hangars 34 and 38,*
- 23) *Mr Kai Rubow - Hangar 35,*
- 24) *Ground Rush Investment Holdings CC, Mr Matthias Röttcher - Hangar 36,*
- 25) *Ms Tresia du Plessis - Hangar 37,*
- 26) *Ms Johanna Goebel - Hangars 41, 42, 43 and 47,*
- 27) *Salz-Gossow (Pty) Ltd, Mr Karl-Heinz Fleidl - Hangar 44,*
- 28) *Mr Gerald Röttcher - Hangar 45,*
- 29) *Hansa Hotel CC, Mr Stephan Wacker - Hangar 46,*
- 30) *Mr Werner Drayer, Mr Ulrich Ritter and Mr Karl-Heinz Wagner - Hangar 50,*
- 31) *Mr Theunis Keulder - Hangar 54,*
- 32) *Seringetti Tourism (Pty) Ltd, Mr Leendert de Koster - Hangars 56 and 64,*
- 33) *Dr Kurt Bellwinkel - Hangar 58,*
- 34) *Mr Michael Rabie - Hangar 66.*

**(b) That Council takes note of the failure of the following owners of the following hangars to sign and return their lease agreements by the due date of 31 January 2014 and that Council condones the late submission of the lease agreements returned after the due date, namely:**

- 1) *Mr Hans Kriess of Hangar 6 on 26 March 2014.*
- 2) *Bush Bird CC of Hangar 9 on 13 February 2014.*
- 3) *Mr Brian Roos of Hangar 10 on 20 March 2014.*
- 4) *Mr Heiner Schlusche of Hangars 14, 15, 39 on 6 February 2014,*
- 5) *Mr Hermias Coetzee of Hangar 24 on 31 March 2014.*
- 6) *Schlusche Investment (Pty) Ltd of Hangar 40 on 6 February 2014.*

**(c) That Council takes note that lease agreements for all 52 hangars at the Swakopmund Aerodrome has now been signed by the respective hangar owners.**

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11.1.16 **INTRODUCTION OF SWAKOPMUND GREEN ENVIRONMENTAL PROJECT**

(C/M 2014/04/24 - G 1/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.1 page 01 refers.

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

The Health Services Department has formulated a strategy to promote Swakopmund as the first sustainable town in Namibia, which resulted in the development of The Green Environmental Project.

This project is a sub activity of the goals and objectives pronounced under the Regional Centre of Expertise (RCE) Network. RCE is a network, which aims to implement sustainability through Environmental Education. The project is aimed to develop and support a peer-to-peer learning environment, where youths can teach each other through workshops for skill building, and developing environmental projects and promoting sustainable tourism within Swakopmund.

With the Green Environmental Project we want to establish a partnership with local organizations that have a common goal, which is to promote sustainable development within the community as well as to ensure a community that is environment friendly making the Municipality of Swakopmund an organization that actively promotes sustainability in terms of eco-tourism and environmental conservation.

The logo of the Environmental Project represents Swakopmund's precious and well known landmarks, which makes Swakopmund unique from other cities. Eco-mate displayed on the project logo presents citizens being eco-friendly or environmental friendly, either by reducing, minimizing or inflicting no harm towards our pristine environment.

The project charter is **attached** for perusal and consideration.

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

**RECOMMENDED:**

- (a) That permission be granted to the General Manager: Health Services to implement the Swakopmund Green Environmental Project in partial fulfilment of the adopted strategic goal to develop Swakopmund as a centre of excellence.**
  - (b) That the project charter be adopted and that the ECO-MATE logo be recognized as the official logo attached to the Swakopmund Green Environmental Project (SGEP).**
  - (c) That budgetary provisions of N\$30 000.00 be made in the Operational Budget for the initial launch of the project.**
  - (d) That permission be granted to the General Manager: Health Services to source for funds from local and foreign donors to sustain the implementation of the project in addition to the funds provided in the Operational Budget for this purpose.**
-

11.1.17 **APPLICATION FOR APPROVAL OF PROPOSED HANGAR LAYOUT PLAN, NEW HANGAR LEASES AND THE CESSION OF THE RIGHT TO EXISTING HANGARS**

(C/M 2014/04/24 - N 9/1)

**Ordinary Management Committee Meeting of 10 April 2014, Addendum 8.2 page 06 refers.**

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

Following Council's take-over of the Swakopmund Aerodrome, lease agreements were compiled and issued to the existing hangar owners at the airport. This process is nearing its completion and should be finalised soon.

**Application for vacant hangar sites**

Application was received from Mr Henner Diekmann and Mr Eric Cook respectively for vacant plots at the Swakopmund Aerodrome. Both want Council to allocate new hangar plots to them to rent on which they will then erect their new hangars. (**Annexures "A" and "B"**)

Mr E Cook specifically wants to use the hangar to open an aircraft maintenance business which is within the allowed scope of activities for the rental of a hangar as provided for in clause 5.1 that states that:

*The PREMISES shall during the duration of the lease be used solely for the purpose of -*

*5.1 erecting thereon at the LESSEE'S cost and expense, in accordance with prior approved building plans by the LESSOR, of a hangar for the parking and/or storing, repair and maintenance of aircraft and appurtenant items and/or equipment; and an office for the conducting of related aeronautical business, and the subsequent use thereof for the parking and/or storing, repair and maintenance of aircraft and appurtenant items and/or equipment and the conduct of aeronautical business thereat, or*

**Proposed hangar layout plan**

In light of the above stated request, Council is also requested to approve the proposed layout of the hangars at the Swakopmund Aerodrome as per Annexure "C". The existing hangar sites as well as proposed new hangar sites are indicated on the plan.

**Approval of successor-in-title for existing hangars**

Notice was also received from Messrs Atlantic Aviation CC (**Annexure "D"**) that it had sold hangars 41, 42, 43 and 47 to Ms J.L. Goebel. The lease agreement in terms of clause 7.3 provides that:

*7.3 Notwithstanding the provisions of the preceding sub-clauses, the LESSEE shall be entitled (as far as same is possible in law and without representing to the LESSEE, alternatively his or its successor-in-title that the LESSEE or his or its successor-in-title shall acquire any proprietary rights in and to the improvements) to alienate and cede his rights, title and interest in and to any improvements at the PREMISES to any successor-in-title (and thus be relieved of the obligation placed upon him in accordance with the provisions of sub-clause 7.2), provided that -*

*7.3.1 The LESSOR has approved such successor-in-title, which approval will not be withheld unreasonably and*  
*7.3.2 The successor-in-title has entered into a lease agreement with the LESSOR on terms similar to the terms contained herein.*

Permission therefore must be obtained from Council before a new lease agreement can be concluded with the successor-in-title of the existing hangar.

The Property Section has no objection to the above mentioned allocation of new hangar plots or the cession of rights to existing structures and conclusion of new lease agreements with the successor-in-title based on the standard lease terms for the Swakopmund Aerodrome.

The matter was also tabled to the Airport's Committee at its meeting on **4 March 2014** and the proposed recommendations were supported.

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

**RECOMMENDED:**

- (a) That Council approves the allocation of vacant hangar plots at the Swakopmund Aerodrome to Messrs Cook and Diekmann respectively and that the standard lease terms shall apply.**
  - (b) That Council approves the proposed layout plan of the hangars at the Swakopmund Aerodrome.**
  - (c) That Council approves the cession of the rights of hangars 41, 42, 43, and 47 from Messrs Atlantic Aviation CC to Ms J L Goebel and that a standard lease agreement be concluded with her for the respective hangars.**
-

11.1.18 **APPLICATION TO LEASE A SITE AT ERF 266A SWAKOPMUND FOR A MOBILE FOOD KIOSK**  
(C/M 2014/04/24 - E 266 ABC)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.3 page 15 refers.

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

**1. INTRODUCTION**

This submission refers to an application by Mr MAM Abdel Hamid dated **10 January 2014** stating his interest in leasing a portion of land at Erf 266 ABC, Swakopmund, attached as **Annexure “A”**; also attached hereto an aerial photo and map of the proposed site as **Annexure “B”**.

**2. BACKGROUND**

**Messrs Kazak African Experience Cultural Tourism’s (KAECT)** application to lease a portion of Erf 266A to establish a cultural and information centre was approved by Council on **30 June 2011**.

Council’s resolution is attached as **Annexure “C”** for ease of reference.

Messrs Kazak African Experience Cultural Tourism was informed of the above resolution on **05 July 2011** (letter on file).

A lease agreement was forwarded for signing to Messrs KAECT as per letter dated **20 February 2012** and he was requested to return the signed document on **16 March 2012**, which he never did. At the time, Messrs KAECT did not meet all the additional conditions required.

During **May 2013** Messrs KAECT submitted a letter to request Council to reconsider its decision passed on **30 June 2011**; especially the following points:

- (a) *That Messrs Kazak African Experience Cultural Tourism be informed that Council remains with its decision passed on 24 June 2010, i.e.:*
- (b) *That Mr I Naweseb of Messrs Kazak African Experience Cultural Tourism be informed of Council’s decision and that the temporary market space created in (a) above be considered to be leased to him as public ablution facilities are available on these sites, subject to the conditions applicable to mobile kiosk sites as set-out in Annexure “D” (on file).*

*and that Messrs Kazak African Experience Cultural Tourism may lease an area of ±16m<sup>2</sup> on Erf 266 A, Swakopmund in terms of the following standard mobile kiosk conditions at N\$300.00 (15% VAT excluded) per month payable in advance:*

  - (i) *No preparation of foodstuff outside the mobile kiosk will be allowed.*
  - (ii) *The mobile kiosk will serve as a service point and no seating will be allowed.*
- (b) *That Messrs Kazak African Experience Cultural Tourism furthermore be informed of the following:*
  - (i) *As no public toilets are available in the vicinity a letter must be provided from one of the businesses in close proximity permitting them (staff) to use their ablution facilities (this will waive the requirement for on-site ablution facilities);*
  - (ii) *To provide potable water on site as no Municipal connection is available; and*

- (iii) *Should any valid / reasonable complaints of smoke pollution be received all operations will be ceased.*

Comments were obtained from the Health Services Department and in response to that, it was recommended not to support the proposed application. All relevant letters of communication between the General Manager: Health Services and Messrs KAECT are on file.

The application was resubmitted to Council on **30 May 2013** for withdrawal of the offer to lease the portion of Erf 266 ABC, Swakopmund as there are other members of the public who are interested in leasing the site.

Council resolved on **30 May 2013** under item 11.1.15 as follows:

- (a) *That Messrs Kazak African Experience Cultural Tourism be granted an extension of time until 31 May 2013 to return the signed lease agreement for a portion of Erf 266A, Swakopmund.*
- (b) *That if Messrs Kazak African Experience Cultural Tourism does not comply with the extended due date, Council considers the application of Ms H !Gontes to lease a portion of Erf 266, ABC, Swakopmund while the process of rezoning is dealt with by the Ministry.*
- (c) *That Messrs Kazak African Experience Cultural Tourism be advised to deliver the signed lease agreement for a portion of Erf 266A, Swakopmund at the Corporate Services and Human Resources Department.*

Messrs KAECT was provided with a lease agreement for period **01 June 2013** until **31 December 2013**, which is renewable for a further period of six (6) months on application in writing until date of transfer of the property.

He returned the signed lease agreement, but he has not taken up the lease site and never paid any rental for the contract period. He did not apply for renewal of the lease period. Messrs KAECT was informed in writing on **17 January 2014** that the lease period lapsed and in response to that no reply was received at the time of compiling the submission.

### 3. **SIMILAR APPLICATIONS**

#### 3.1 **MS H !GONTES**

A similar application was received from Ms H !Gontes on **09 October 2012** requesting Council's permission to lease the site to put up a hotdog and burger stand.

The applicant was informed that Council has already approved the allocation of the site to Messrs KAECT, although it's not a demarcated mobile kiosk site because no fresh water and ablution facilities are available.

Ms H !Gontes was furthermore informed that should Messrs KAECT not return his duly signed lease agreement, Council might consider her application, keeping in mind that the lease is only for a short term because Council is in the process of selling the erf to a private developer (await Ministerial approval to close Erven 266, ABC, Swakopmund as a public place).

It was confirmed by Ms H !Gontes via e-mail dated **20 January 2014**, that she is still interested in leasing the portion of land located on Erf 266 ABC, Swakopmund. (**Annexure "D"**).



Approval for the allocation to her was granted in terms of *point (b)* of Council's resolution passed on **30 May 2013**.

### 3.2 **MR MAM ADBEL HAMID**

A similar application attached **Annexure "A"** was received from Mr MAM Abdel Hamid who is also interested in leasing the same portion of land located on Erf 266 ABC to sell take away food.

He also requests Council to make provision for the water and electricity supply connections and also whether he may operate until 24h00.

## 4. **DISCUSSION**

It is proposed that due to the lack of access to health necessities, such as a water connection and ablution facilities (public toilets) on site (Erf 266 A) it is deemed that the site is not suitable for trade; and that Council's resolution, item 11.1.10 of **24 June 2010** be repealed:

- (a) *That the Talk Shop on Erf 266A, Swakopmund excluding the public ablution facilities be demolished and the area be levelled and paved in order to create, in addition to the Shoprite Corner, a temporary market space in terms of Council's resolution passed on 26 March 1998.*
- (b) *That Mr I Naweseb of Messrs Kazak African Experience Cultural Tourism be informed of Council's decision and that the temporary market space created in (a) above be considered to be leased to him as public ablution facilities are available on these sites, subject to the conditions applicable to mobile kiosk sites as set-out in Annexure "D" (on file).*

Therefore, the said erf cannot be demarcated as a mobile food kiosk site.

In addition to the above, it should be noted that the following minimum requirements must thus be in place in order to consider an area as a mobile site:

- (i) *Ablution facilities (public toilets); and a*
- (ii) *Water connection*

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

### **RECOMMENDED:**

- (a) **That the applications of Ms H !Gontes and MAM Abdel Hamid to lease a site at Erf 266 ABC, Swakopmund be turned down, due to the lack of the following basic amenities on site:**
    - (i) *Ablution facilities (public toilets); and*
    - (ii) *Water connection*
  - (b) **That the Council resolution of 30 June 2011 regarding the allocation and demarcation of a mobile kiosk site at Erf 266 ABC, Swakopmund be repealed.**
-

11.1.19 **13<sup>th</sup> NALAO ANNUAL GENERAL MEETING: DECLARATION**  
(C/M 2014/04/24 - A 4/3/1/5)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.4 page 21 refers.

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

The Namibia Association of Local Authority Officers (NALAO) hosted their 13<sup>th</sup> Annual General Meeting in Eenhana from **30 October 2013 to 01 November 2013** under the theme:

*"Inspiring Urban Transformation through Strategic Visioning, Planning and Implementation."*

NALAO calls on all Local Authorities to:

- *Commit themselves to the development of long term strategic vision and plans that are developed and implemented in partnership with the citizens as well as the public and private partners and also give due consideration to cross cutting issues of gender, HIV/AIDS and the environment.*
- *Effort should be made to avoid ad hoc subdivision and land use but rather invest in the development of long-term structure (master) plans to guide all planning and land use over long term and to enforce the vision articulated in structure plans.*
- *Move towards cleaner, greener, more compact cities by reducing urban sprawl caused by low density, costly settlement pattern. Local authorities in Namibia need to adopt town planning and urban design models that will lead to more compact cities that will contribute to the reduction of the environmental footprint and be user friendly for both uses.*
- *Local Authorities should strive to inspire inclusion and participation in the planning by ensuring that all groups - poor as well as rich, women and men, young and old are able to take an equitable part and contribute to their towns and cities.*

**Attached** are more responsibilities to Local Authorities from NALAO that should be considered by municipal professionals working at the level of Government and closest to the ordinary people in order to create conditions for a better future for all.

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

**RECOMMENDED:**

- (a) **That Council takes note of the Conference declaration made by NALAO at the 13<sup>th</sup> Annual General Meeting held from 30 October 2013 to 01 November 2013 in Eenhana.**
  - (b) **That Council strives to adhere to the attached requests from NALAO to create conditions for a better future for all.**
-

11.1.20 **13<sup>th</sup> NALAO ANNUAL GENERAL MEETING RESOLUTIONS**  
(C/M 2014/04/24 - A 4/3/1/5)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.5 page 23 refers.

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

The Namibia Association of Local Authority Officers (NALAO) hosted their 13<sup>th</sup> Annual General Meeting in Eenhana from **30 October 2013 to 01 November 2013** under the theme:

*"Inspiring Urban Transformation through Strategic Visioning, Planning and Implementation."*

NALAO is continuing to inspire excellence in local government administration by providing leadership and support to municipal profession. In line with its drive to add value to the Local Government and administration excellence, NALAO is embarking on exciting programming opportunities for 2014 and beyond which includes the following:

- *NALAO Education program in partnership with Southern Business School to offer Certificate, Diploma and Degree Courses regarding Local Government Management. The first intake for this course will be during **July 2014**.*
- *NALAO Certified Municipal Professional (CMP) Accreditation also to be awarded for the first time in 2014 to recognize outstanding cadres in the municipal profession for demonstrated competence in the Local Government Sector.*
- *Increased opportunities for focused learning and exchange between various Local Government expertises including the setting up of the Institute of Municipal Finance Officers in Namibia.*
- *Improving the administrative and financial reporting system for enhanced governance within the organization through the acquisition of an advanced financial reporting program and upgrading the skills of staff.*

Furthermore, NALAO continues to be a trendsetting voice for municipal professionals and offers networking opportunities for municipal professionals to support and learn from each other.

Local Authorities are currently busy with budgeting for the next financial year 2014/2015 and NALAO is reminding Local Authorities to make budgetary provisions for the adjusted NALAO contributions.

Council's contribution was N\$50 000.00 but the new contribution is N\$80 000.00, which is effective as from 1 July 2014 (see attachment). However Local Authorities who are willing and are able to make an additional contribution to make up for the difference in the current and new contributions to NALAO in the current financial year, will receive a special recognition at the next Annual General Meeting that is scheduled to take place from **23-25 July 2014** in Otjiwarongo.

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

**RECOMMENDED:**

- (a) That the report regarding the 13<sup>th</sup> Annual General Meeting of NALAO held in Eenhana under the theme *“Inspiring Urban Transformation through Strategic Visioning, Planning and Implementation”* from 30 October 2013 to 01 November 2013 be noted.**
  - (b) That Council takes note of the next Annual General Meeting scheduled to take place from 23-25 July 2014 in Otjiwarongo.**
  - (c) That Council approves the new annual NALAO membership contribution of N\$80 000.00 and that budgetary provision be made in the next Financial Year 2014/2015.**
-

11.1.21 **FINANCIAL YEAR 2012 / 2013**  
(C/M 2014/04/24 - D 11)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.7 page 30 refers.

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

Messrs Mostert Landgrebe was appointed by Auditor General to audit the financial statements of Council for the financial report of **1 July 2012 to 30 June 2013**.

Attached hereto is a letter from audit firm confirming that they have completed audit for **2012 / 2013** financial year.

Messrs Mostert Handgrebe will further submit their findings to the office of Auditor General.

Attached hereto also is the summary of expenditure and income of the various departments reflecting a surplus **N\$ 2 221 203.72**. An amount of **N\$123 405 843.11** was spent in respect of Capital projects for the period under review.

**Attached** hereto is the summarised version of the Balance Sheet reflecting Council's financial position as at **30 June 2013**.

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

**RECOMMENDED:**

**That Council takes note of the financial year end report for 2012 / 2013.**

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11.1.22 **AUDITED FINANCIAL REPORT FOR 2011 / 2012 FINANCIAL YEAR**  
(C/M 2014/04/24 - D 11)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 8.8 page 35 refers.

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

**Attached** hereto is the audit report of the Auditor General on accounts of Council for the **2011 / 2012** financial year.

The attached report is submitted to Council in terms of Section 87 of the Local Authorities act (Act 23 of 1992, as amended).

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

**RECOMMENDED:**

**That the report of the Auditor General for the financial year 2011 / 2012 in terms of Section 87 (1) (3) of the Local Authorities act (Act 23 of 1992, as amended) be noted.**

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11.1.23 **SOUTHERN AFRICA INTER MUNICIPAL SPORTS ASSOCIATION  
(SAIMSA) GAMES 2013 - SWAKOPMUND REPORT**  
(C/M 2014/04/24 - J 10/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 9.1 page 01 refers.

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

**Background:**

Southern Africa Inter-Municipal Sports Association (SAIMSA) is a regional (SADC) body promoting Municipal employees morale and health through sporting and recreational activities, by hosting annual week-long SAIMSA Games. The aim of games is breaking down the social, cultural and political barriers and to act as a team building exercise to promote the spirit of unity giving the participants the opportunity to network through sports.

The games take place on the rotational basis. The Municipality of Swakopmund was awarded the honor of hosting the 2013 SAIMSA Games from, **21-28 September 2013**. This was the first time SAIMSA Games was held in the tourist town of Swakopmund since SAIMSA's inception ten years ago.

Part of the strategy of hosting the SAIMSA Games was to use it as a marketing tool for the tourist town during the month of September. The benefits to Swakopmund was not only to include the town and it's services, facilities being marked at the time, but for businesses especially , accommodation establishments, shops / groceries services and general tourism to look forward to better turnovers during the week.

Participating Countries during the SAIMSA 2013 games included South Africa, Botswana, Swaziland, Lesotho, Zambia and Namibia. A total of 48 Municipalities participated in the SAIMSA 2013 games making it a record highest attendance in the history of SAIMSA Games. Giving it a number of 4500-5000 participants, battling it out on the sporting fields for the winning trophy of SAIMSA 2013 games in the following sporting codes: soccer, netball, volleyball, pool, darts, table tennis, tennis, golf, fun walk, marathon, fishing, beach volleyball and beach soccer. The sporting events were hosted at venues both in Swakopmund and Walvis Bay, with the opening and closing ceremony held at the Swakopmund Central Sports grounds.

The Swakopmund Municipal Sports and Social Club was officially appointed as Councils agent as per the Council resolution of **25 April 2013**, to host the SAIMSA 2013 Games. The sports club set up the Local organizing committee (LOC) to organize and manage the games. The Club further appointed the event Management Company, **Conference Link**, through expression of interest to replace Marketing in Namibia after a Council resolution, to help coordinate, manage and organize the games. The LOC comprised of a limited number of Municipal employees and persons (community members) from various working backgrounds.

Unfortunately, the Municipality was unable to staff the entire LOC. The LOC only had two and half months to make the event a success.

### **The theme for SAIMSA 2013 Games “*Unity Contrast*”**

The theme is in recognition of the diversity that exists with Swakopmund between its wet (ocean) and dry (dunes), people and their cultures. The theme was in celebration of the diversity within our country and the SADC region at large. *“Our motto for SAIMSA 2013 Games clearly acknowledged our differences, in terms of culture, language and tradition, but we all saw the need to get together in the name of Municipal Sports”*, said David Sono.

In order to organize itself the LOC has decided that where possible all meetings were to be after working hours not to keep staff members out of office for extended period of time, as the event had demanded time and commitments to make it a success.

The LOC and Conference Link agreed after they have presented their proposal, they be contracted as Event Management Service providers for the games. It was further agreed that payment be divided into three parts, 50% end of July 2013, 25% end of August 2013 and 25% after successful completion of the games and on delivery of final games report.

The LOC was required to set up a central information office for the administration of the games and coordination between SAIMSA executive and participating Municipalities. These included registration of Municipalities, sending out information requested from participating countries, for example accommodation needs.

The LOC could not occupy the requested office for the said purpose, as there was a delay in the processing of the request. Thus this caused the administration of the games not be able to kick start as scheduled. However, with the help from the chairperson and Alternate Chairperson of Management Committee, the requested office was availed with needed resources to serve as a CIO of the SAIMSA Games for the LOC.

Having to perform diligently and with devoted time to the games was a difficult task. Thus, the LOC saw it fit to employ support staff to help run the administration of the games, as the staff members of Municipality were busy with their official duties during official hours, whilst leading the games portfolios.

The LOC added 80 volunteers all from our community and 50 match officials to assist during the week of the games. A total of 200 persons were part of the working group during the course of the week to ensure that all the games were running according to schedule.

The games were played at different sporting venues in Swakopmund and Walvis Bay because some of our fields were not ready in time. The golf was played at Rossmund Golf Course and at Walvis Bay Golf Course as agreed by participants.

The event started at Vineta Central Sports ground on 22 September



2013 with the opening ceremony that was a huge success and the entertainment by Sky Divers with the different participating member countries of SAIMSA's flags. The event was officially opened by the **Deputy Minister of Regional Local Government Housing, minister Honorable Beukes** after which the soccer match between the winner of SAIMSA 2012 Thabazimbi Municipality and the host Swakopmund Municipality took place. The host losing 4-1 to the 2012 winners.

### **Financial Obligations:**

Having only received N\$650 508.60 from the budgeted N\$1 000 000.00 from Council the LOC found it difficult to implement a number of activities that were meant to add value to the games and the preparation thereof.

In addition, the LOC received N\$196 200.00 to cover additional logistical and operational costs.

The LOC found it difficult to solicit sponsors, as there were also planned events before and after the SAIMSA Games to which most potential sponsors has committed themselves i.e. SARPCO games August with (Police) Adventure Tourism and Woman Summit. However, the LOC has been able to solicit sponsorships in-kind which added value to the games.

Following are the companies who joined the LOC to be partners of the SAIMSA Games 2013.

- **LA SPORTS SWAKOPMUND-** Six (6) sets of soccer goal post :To be donated to Council valued at **N\$105 000.00**
- **Areva mining and Strydo Construction** sports equipment for the games : **N\$30 000.00**
- **Strydo Construction** further paid towards medals and trophies: **N\$30 000.00**
- **Erongo Red** provided electricity at all needed places valued : **N\$150 000.00**
- **SunShine Tours** Two (2) Toyota Quantum mini-Busses with fuel for the duration of the event for transport needs.
- **Waltons Stationary Swakopmund:** Stationary for CIO
- **Auas Motors Swakopmund:** 2013 D/C Isuzu duration of the games
- **Bannerman Mining:** 20 T-Shirts with printing
- **Formula Couriers Swakopmund:** N\$10 000.00 in cash
- **Namport:** N\$15 000.00 and shields for participating in games to all municipalities
- **Pick n Pay:** food platters
- **Afrox :**Gas used at opening ceremony
- **FNB :** printing of all accreditation cards for participants
- **National Marketing:** Promotional stock to be sold at the venues.
- **V/D WALT TRANSPORT:** N\$5 000.00.

The fire station was used as the accreditation point for the participants where all municipalities met to receive information regarding the venues. The volunteers were at all times at the Fire Station to assist with direction to the participants.

The Namibian Police (Special Reserve Force) were tasked with responsibility of the safety of all visitors and at all venues. The Swakopmund Neighborhood Watch and G4S security joined forces with Nampol in securing the visitors safety. The safety of the town was felt, as the Mayor of Buffalo City (East London) the host city of 2014 SAIMSA

Games said “I could not believe when I saw two old people around 21h00 hours at night next to the sea walking freely. I would love to stay in this beautiful town”. She did not need her security personnel during her stay for safeguarding her.

Catering services were provided to the municipalities to choose from, as there were also vendors present at different sporting venues for those that need meals at the venues. Due to the different cultural beliefs and needs, the vendors found it difficult to have good sales, which caused unhappiness but this was address quickly by recalling all soccer matches played in Walvis Bay to Swakopmund. The recall helped the vendor sales and the LOC even made meal tickets to its working group from Wednesday to buy their meal at different vendors to boost their income .The Mayoral Gala Dinner was 10km out of Swakopmund at the Castle known to many as TBN building. The company providing catering services that were successful provided the venue as by the condition in the expression of interest.

The accommodation needs for all teams were met .The Municipal Restcamp was filled to capacity ,as the LOC decided to call for service providers to erect a fully functional dining facility at the rest camp, thus the teams accommodated at the Municipal Restcamp were served meals.

The overall winner for the SAIMSA 2013 Games was Buffalo City R.S.A (East London) and they were handed the hosting **BATON** for 2014 SAIMSA Games by His Worship the Mayor of Swakopmund.

The SAIMSA 2013 Swakopmund games received praise, as being the most successful and highly attended games in the history of SAIMSA, given the time in which the games had to be prepared from the SAIMSA Executive and SAIMSA President Mr David Sono. The SAIMSA president requested the 2013 LOC executive to avail itself to help the host of 2014 games by advising them during their planning process for the games .The same request also came from the Mayor of the host city, which will be directed to the Office of the Mayor of Swakopmund as agreed.

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

**RECOMMENDED:**

**That the report by the Chairperson of the Municipal Sport and Social Club regarding the Southern Africa Inter Municipal Sports Association (SAIMSA) Games 2013 held in Swakopmund, be noted.**

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11.1.24 **INVITATION TO NALASRA GAMES 2014 IN OUTJO**  
(C/M 2014/04/24 - J 10/1)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 9.2 page 08 refers.

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

The Swakopmund Municipal Sport & Social Club has been invited to the Namibian Local Authority Sports and Recreation Association (NALASRA) Games, which will be hosted in Outjo, from **04 to 10 May 2014. (Attached as Annexure A)**

Swakopmund Municipality is affiliated to NALASRA through the Swakopmund Municipal Sport and Social Club. NALASRA aims to promote sport activities between Local Authorities within Namibia. The objective of the games is to build and promote sound working relationships between Municipal officials their respective Councilors, as well as across the various local authorities by breaking social, cultural and political barriers, while acting as a team-building exercise to promote a spirit of unity, as it gives the participants the opportunity to socialize through sports.

The games also strive to make sport and recreation accessible to both political and administrative personnel in terms of the rights and freedoms enshrined in the constitutions of the country.

Last year a total of 47 Municipalities participated in the NALASRA games including Swakopmund, which was hosted by the Luderitz Town Council. The Swakopmund Municipality came in third place (overall) out of the 47 participating Municipalities.

Swakopmund will defend Netball, male volleyball trophies and veterans marathon in Outjo. The Municipality will compete for medals in darts, pool, volleyball, 21km marathon, 5km fun walk, soccer, ring board, relay, tug of war and netball.

The teams have all started with preparations for the games. Attached is a list of the employees who will participate in these games.

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

**RECOMMENDED:**

- (a) That permission be granted to members of the Swakopmund Municipal Sport and Social Club as per the attached list, which is subject to change, to participate in the 2014 NALASRA Games to be held in Outjo from 04-10 May 2014.**
  - (b) That permission be granted to the Swakopmund Municipal Sport and Social Club to proceed with preparations and organisation for this event.**
  - (c) That the Council grants approval for special leave not exceeding five (5) working days (06-09 May 2014) to the selected staff members (Club members) to participate in the NALASRA games.**
  - (d) That Council assign the respective Councillors to accompany the group to the NASLARA Games.**
  - (e) That the subsistence and travelling allowances for Councillor F Hamukwaya be paid from Conference Expenses Vote 100510206500.**
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11.1.25 **ADDITIONAL ARCHIVES ASSISTANT POSITION IN THE CORPORATE SERVICES AND HUMAN RESOURCES DEPARTMENT**  
(C/M 2014/04/24 - B 1/1/2)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 9.6 page 18 refers.

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

**Introduction**

The Archives section is responsible for the processing, safekeeping and storing of all documents and records received and or sent by the Swakopmund Municipality. The Archives is established in terms of the Archives Act, (Act 12 of 1992).

The population and developments in Swakopmund are increasing drastically, whilst the Mass Housing Project is underway. As a result, the communication between Council and the public will increase the correspondence handled by the Archives Officials.

Administration in maintaining the existing files, sale of erven and other general correspondences should be taken into consideration as files must be opened for each erf and other general correspondences received from inside the Municipality, companies, and legal advisors etc. must be filed timeously.

**Current Situation**

The Archives is responsible for the handling of ±86 000 current files, ±30 000 semi-current files and ±48 000 closed files.

Currently the Archives section consists of Archivist, Assistant Archivist and an Archive Assistant. It has become a challenge due to increased workload to the extent that the Archives Assistant is compelled to work extra hours in order to prevent a backlog. The situation becomes worse when the Archives Assistant is absent due to ill health or is on annual leave as most of the work is delayed and a heavy backlog is experienced, which normally takes time to clear. Although the Assistant Archivist will stand in for the Archives Assistant, delays / backlog always occur, as she cannot perform all the tasks due to the shared volume.

During October 2013, a Job Attachment Student was appointed to assist with the daily duties in the Archives and the following duties are shared between the Archives Assistant and the Job Attachment Student:

1. Destruction of documents (approval received from the National Archives)	Task performed by the student with guidance from the Archivist.
2. General Filing (±200 documents received daily)	Task shared equally with the Archives Assistant due to the heavy workload. The Archives is responsible for the handling of ±86 000 current files, ±30 000 semi-current files and ±48 000 closed files.
3. Archiving of files boxes (jointly performed by all Archives staff)	Task shared proportionally with the Archives Assistant and Assistant Archivist due to the heavy workload.
4. Closing and opening of files (erven new developments i.e. Dune Estate,	Task shared equally with the Archives Assistant due to the heavy workload. There are so many

<i>various Blocks, Close bid auctions erven, Industrial erven, DOR's, etc.)</i>	<i>developments taking place. This task is cumbersome as it involves the opening of new files, and verification and auditing of documents.</i>
<i>5. Closing and opening of new files (files which have reach the maximum limit)</i>	<i>Task shared equally with the Archives Assistant due to the heavy workload. This task also involves the verification and auditing of documents.</i>
<i>6. Collecting files and sending to official when needed</i>	<i>Task shared equally with the Archives Assistant.</i>
<i>7. Opening of new files for Small Holdings with correct erf numbers (details to be received from Finance and Valuation roll)</i>	<i>Task performed by all Archives staff. This task is cumbersome as it involves the opening of new files, and verification and auditing of documents.</i>
<i>8. Do filing at various offices if files are not in Archives</i>	<i>Task performed by the student alone.</i>
<i>9. Attend to telephone enquiries (±100 calls per day)</i>	<i>Task shared proportionally with the Archives Assistant and Assistant Archivist due increasing enquiries.</i>
<i>10. Re-arranging of files in cabinets.</i>	<i>Task performed by the student alone.</i>
<i>11. Compilation of tender information from 2010 - 2012 as requested by Tender Board Secretary</i>	<i>Task performed by the student alone.</i>

A number of block erven are in the process of being subdivided and they will be offered for sale to the public as soon as the statutory processes are completed. When the erven are sold to the public, it is required from Archives to open new files and the processing of documents increases accordingly.

The matter was discussed with the Manager: Human Resources and the Chief Executive Officer and the creation of the new position was supported by both officers.

### **Request**

The position of Archives Assistant already exists; however, the workload is too high for one person. The position is graded at B1.

In view of the above, the creation of an additional position of an Archives Assistant has become an urgent need to prevent the collapse of Archives administration and by extension Council's. The duties of the Archives Assistant will be the same, however, tasks will be divided and this will ensure effective and efficient operations at the Archives and the Municipality in general.

This new position is viewed as temporary relief as it is envisaged that another additional staff member will be needed in the near future judging by current workloads.

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

### **RECOMMENDED:**

- (a) That the creation of an additional position of Archives Assistant in the Corporate Services and Human Resources Department as per the attached job description at the basic annual salary of post Grade B1 be approved.**
  - (b) That provision be made in the 2014 / 2015 Operational Budget for the appointment of an Archives Assistant in the Corporate Services and Human Resources Department and that the appointment be done in terms of Council's policy.**
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11.1.26 **INVITATION: TO ATTEND THE LAUNCHING AND FUND RAISING GALA DINNER FOR KARIBIB TRAVEL & TOURISM FAIR**  
(C/M 2014/04/24 - D 5)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum 10.3 page 15 refers.

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

**Attached** invitation to attend the Launch and a Gala Dinner of Karibib Travel & Tourism affair scheduled for Saturday, **12 April 2014**, was received from Karibib Town Council.

The main event is anticipated to take place on 29-31 May 2014 and will be graced by the Hon. Minister Uahekua Herunga, Minister of Environment and Tourism as the Keynote Speaker.

As part of its strategic plan to grow and attract investments to the town, the objectives of the launching are to:

- *Introduce the event to relevant stakeholders*
- *Announce the nature and objectives of Karibib Travel & Tourism Affair*
- *To raised funds towards the successful hosting of the event and also to generate funds for the establishment of a permanent exhibition centre.*

Town Council intends to stimulate economic growth and also give local SME's and other businesses a chance to showcase their goods and services to visitors and residents of Karibib. It's also serving as a platform to network, forge strategic alliances and benchmark activities of the various industries.

They are seeking financial contributions towards the Gala Dinner for Council to purchase a table of ten (10) persons to the value of N\$10 000.00 or N\$500.00 per person.

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

**RECOMMENDED:**

- (a) That Council donates an amount of N\$2 500.00 towards the Fundraising Gala Dinner for Karibib Travel and Tourism Fair to be held from 29-31 May 2014 in Karibib.**
  - (b) That the funds be defrayed from the Council's Publicity Vote 100510212700 where N\$3 256.50 is available.**
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11.1.27 **CRACKED HOUSES**

(C/M 2014/04/24 - H 2/10; M 362, M 363, M 364, M 365)

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum **10.4** page **01** refers.

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

On **13 March 2014** while discussing the subject matter above, Council resolved as follows:

- (a) *That this item be referred back to the General Manager: Community Development Services to consult with the Office of the Mayor and that all documents be provided.*
- (b) *That the Chief Executive Officer follows up with the Office of the Governor regarding the commitment made to carry 50% of the total expenses of cracked houses.*
- (c) *That it be recorded that Erven M 362, M 363; M 364 and M 365 were vacated during February 2014.*

Following below is the sequence of events which led to Council's intention to reconstruct or renovate the four severely cracked houses in Mondesa.

1. During 2009, various complaints were received from home owners along Immanuel Kamho Street regarding the unexplained cracks in their houses. As a result , the Engineering Services Department decided to investigate the matter which revealed:
  - *That the cracks were not caused by water or sewer seepage underneath the houses as municipal service pipes (water and sewer) are positioned at the real boundary of erven whilst the houses are constructed at the front of the erven.*
  - *That no major construction projects close to these houses has taken place which might have caused damage to these houses*
  - *That poor workmanship is not the cause of the cracks as the houses were properly constructed with brick force and already lasted more than 30 years.*
2. In view of the above, Engineering Services Department concluded that these cracks occurred as a result of the subsoil movement beneath the foundations of the houses. According to Engineering Services, the cracks formation (each house has a shear or crack line in one direction from the foundation to the roof) can undoubtedly confirm their proposition.
3. This report was then submitted to the Management Committee of **18 March 2010** where it was resolved:

- (a) *That based on the preliminary investigation, the Engineering Services Department concluded that the owners of the property are responsible for the maintenance on their buildings and must repair the damages.*
- (b) *That should the state of damage deteriorates to a point where it becomes a danger to the safety of the residents the Building Control Section will have to condemn the structure to the disadvantage of the owners.*



*(c) That the services of a Geo-Specialist be acquired to ascertain the cause for the cracks in the houses in order to identify and prevent future similar situations from arising.*

*(d) That the complainants be informed accordingly.*

4. In view of the above, Windhoek Consulting Engineers was appointed as a consultant to investigate the cause of these cracks in the area. A site meeting was held attended by Windhoek Consulting, Messrs Access Labs and the Technician: Water and Sewerage on **13 July 2013**. During the meeting, soil test was conducted at Erf 365 - the house most severely cracked. The test revealed that the ground was saturated with water starting at a depth of 500mm which convinced Messrs Windhoek Consulting Engineers that the rising of underground water to a level of 500mm below top soil can be attributed to the leakages from mid-block services which are situated in that area.
5. At the same period, the Municipality completed the replacement of all mid-block water pipelines and install new ones at the eastern side of Immanuel Kamho Street and the western side of Ongulumbashe Street. It was however reported that, during their second visit to the area, the consultant noticed an instant fall in the level of underground water in the residential block between the above mentioned streets. Windhoek Consulting Engineers therefore concluded that the rising in the underground water on Erf 365 can be attributed to a water pipe that was damaged or still damaged.
6. On **15 September 2010** another informal visit to the affected area was made, this is the third visit that has been made to the area to monitor the crack activities. It was discovered that the situation has worsened and the house on Erf 365 was becoming a real danger to the residents occupying the dwelling. A report of Windhoek Consulting Engineers was then submitted to Management Committee on **14 October 2010** which resolved as follows:

*(a) That the report submitted by Messrs Windhoek Consulting Engineers regarding the cracks of houses in Immanuel Kamho and Lukas Nehoya Streets be noted.*

*(b) That this matter be referred to Council's insurer for investigation and immediate action and that the General Manager: Finance investigate previous similar incidents for which the insurer paid and report back to the next Management Committee meeting.*

*(c) That the program to remove mid-block water and sewer lines in the area be expedited*

7. As per the resolution above in (b), a claim was submitted to Council's insurer. Regrettably, the insurer repudiated the claim because of the fact that house owners are responsible for their own properties/houses and thus must arrange their own insurance in respect of their properties/houses. To their mind, Council should therefore not be held liable for the cracked houses. On **15 February 2011** the issue of the cracked houses was again discussed where after the Management Committee resolved as follows:

- (a) *That the General Manager: Engineering Services investigates the cause of the water leakage by drilling trial wells if necessary and report back to the next Management Committee meeting.*
- (b) *That the process of the removal of mid-block services be expedited.*
- (c) *That Council offers to reconstruct the affected four houses i.e. Erven 362, 363, 364, 365 and that temporary accommodation for the affected families be made available at the Municipal Bungalows during the reconstruction period.*

8. On **7 March 2011**, Engineering Services decided to drilled new trial wells at the exact position as 2010. In this respect new wells were dug 800mm deep and no trace of ground water could be found. Subsequently, Council on **24 March 2011** resolved amongst others:

- (b) *That the General Manager: Community Development Services and the General Manager: Engineering Services together with Councillor NN Salomon and Councillor R Andreas-Noabes meet with the homeowners identified as being in urgent need of assistance and discuss possible solutions with them.*
- (c) *That Council waits for the feedback from the meetings referred to in (b) before consideration is given to the way forward.*

9. A meeting was held on **18 March 2011** between the concerned owners, Councillors and officials (**Annexure "A"**). The chairperson, Councillor Salomon clarified the resolution to the owners where after he presented two options to solve the matter viz. by giving the concerned home owners money to build their houses themselves or for the concerned home owners to identify a building contractor to build their houses which would be directly paid by the Municipality. The concerned home owners were further informed that the replacement / construction of their houses will only be limited to the two bedrooms, kitchen, living room as well as an inside toilet. In this regard, the concerned home owners indicated that they were in favour of the municipality directly paying the building contractors and also agreed with the two bedroom houses that the municipality is willing to offer.
10. On **30 March 2011**, a second meeting chaired by Councillor NN Salomon took place (**Annexure "B"**) to present a building plan to the concerned home owners. After familiarizing themselves with the plan, the concerned home owners agreed to adopt the said plan to be used in lieu of the cracked houses. They further recommended that additional entrance/exit doors from the kitchen side be provided. After they were provided with various erven available in Mondesa, the home owner resolved to be relocated to the PDA, Mondesa. As a result of the above, a site inspection took place on **5 April 2011** in order for the home owners to acquaint themselves with the area. They chose the following erven: Owner of 362 chose erf 3252, Owner of 363 chose erf 3260, Owner of 364 chose erf 3318, Owner of 365 chose erf 3254
11. During the site meetings, the concerned home owners insisted that Council build them bigger houses, especially those who had

extended their houses or to grant them soft loans to once again extend their houses. Furthermore apparently some of them were about to extend their houses and already had approved building plans. In this regard they demanded that Council considers drawing up new building plans for them free of charge to extend their new houses. At this point, the Chairperson made it clear that Council only wanted to assist them, but the assistance does not mean that Council has taken responsibility for the cracks on their houses. As a result the home owners can accept or decline what Council has to offer. At this point all house owners agreed and thanked Council for assistance.

12. The report of the committee was tabled at Council meeting on **28 April 2011** which resolved as follows:

- (a) *That the following erven be allocated to the following persons:*
- (i) *Erf 3252 Mondesa to Paulus Hendrik in lieu of erf 362 Mondesa.*
  - (ii) *erf 3260 Mondesa to Johanna Hamunyela in lieu of erf 363 Mondesa*
  - (iii) *Erf 3318 Mondesa to E Newaka in lieu of erf 364 Mondesa.*
  - (iv) *Erf 3254 Mondesa to Marian Ankonga in lieu of erf 365 Mondesa.*
- (b) *That the attached plan be accepted as the standard working drawings for the four houses to be constructed.*
- (c) *That the necessary funds be made available to cater for the construction operation.*
- (d) *That all relevant payments be made directly to the building contractor(s) and/or building material suppliers.*

13. Taking into consideration the seriousness and sensitivity of the matter, the contract to build the houses was exempted from the formal tender procedures in terms of the Tender Board regulation. As such the homeowners were requested to submit three quotations from various local contractors in order for Council to choose the most beneficial one. The three quotations received were as follows:

<b>No</b>	<b>Contractor</b>	<b>Amount</b>
1.	Kalola Building Construction	N\$ 32,500.00
2.	VP Building Construction	N\$ 39,600.00
3.	Mike Building Contractors	N\$ 40,000.00

14. The matter was submitted to the Management Committee of **09 August 2011** which resolved as follows:

- (a) *That the contract to build four houses in lieu of erf 362/3/4/5 Mondesa be awarded to Messrs. Kalola Building Construction for the total amount of N\$ 32,500.00 per house being the most beneficial to Council.*
- (b) *That the General Manager: Community Development Services obtains the promised 50% financial support for the construction of the houses from the office of the Regional Governor.*

In order to comply with the resolution above, the General Manager: Community Development Services forwarded a letter dated **05 September 2011 (Annexure “C”)** to the office of the Governor requesting financial assistance to replace the severely cracked houses in Mondesa. However to date no reply have been received from the office of the Honourable Governor.

15. On the other hand, Mr M Amedick, then the Acting General Manager: went out on tender/quotation for supply of materials and submitted the matter to the Tender Board which on **08 July 2011** resolved as follows:

- (a) *That the quotation from WB Hardware, which computes for four houses to the amount of N\$323,388.88 (pending applicable price adjustments at the time of the order) be accepted.*
- (b) *That a contingency amount of 20% be included as allowance for omitted items, like the electrical fittings and small supplies including possible price adjustments bringing the total amount approved to N\$ 388,066.66.*
- (c) *That the above quoted cost for materials as per attached quotation and as resolved by the Local Tender Board including a 10% contingency allowance be recovered from Vote 1005 345 039 00 (Repair - Cracked Houses Mondesa) where currently an amount of N\$1,600,000.00 has been approved and is available.*

16. This project was completed by December **2012** and was ready to be handed over to the owners, however the owners strongly felt that Council has failed them and as such they are losing out a lot since their houses had been extended and are not getting any compensation from Council. They thus appealed to Council to at least compensate them for their loss.

17. On Wednesday, **03 July 2013** a meeting was held (**Annexure “D”**) between the owners of the four cracked houses and the Municipality represented by His Worship the Mayor and Municipal officials. The meeting deliberated on various issues such as:

- *Relocation of the affected families to the newly built houses at the PDA*
- *Possible causes of the cracks*
- *The way forward*

18. It however transpired during the meeting that the owners of the cracked houses do not want to take up ownership of the newly build houses at the PDA but rather decided to retain their old houses. Considering the dangerous state of the affected houses this matter has become a matter of urgency and therefore the needed resources should be made available as soon as possible. After various meetings and discussion on the matter Council on **29 August 2013** resolved as follows:

- (a) *That Engineering Services Department work out the cost estimate for renovations of the four cracked houses in order for Council to know about the probable cost of the project and also make funds available.*

- (b) *That Council makes funds available up to an amount of N\$50 000.00 per house for purposes of carrying out repairs to the four cracked houses on Erven 362, 363, 364, 365 Mondesa from the Surplus funds.*
- (c) *That the General Manager: Engineering Services inform the Work Section to commence with the restoration of these houses by making use of small contractors appointed on a negotiation basis.*
- (d) *That permission be granted to the home owners concerned to be relocated to the newly built houses at the PDA rent free until such time that all four cracked houses are restored and fit for human habitation.*
- (e) *That the home owners be responsible for the payment of Municipal services.*
- (f) *That no further renovations will be considered to these or any other houses in future.*
- (g) *That the Office of the Governor be approached to contribute towards the project based on their initial commitment.*
- (h) *That renovation costs in excess of N\$50 000.00 per house be reported to Management Committee.*
- (i) *That Tenants to leave the property in a good condition*

In the report submitted to the Management Committee on **13 February 2014** the General Manager: Engineering made the following observation:

#### **STATUS:**

*After considerable deliberations the four houses now are vacated, with the occupants located at the four new houses built for this purpose and their not immediately required belongings stored in four shipping containers. On **11 February 2014**, the houses were inspected by the Mayor, General Manager - Engineering Services, Manager Operations and Chief Superintendent of Works. It was identified, with the extent of the damage now obvious with all furniture and floor coverings removed, that three of the houses (Erven 363, 364, 365) found to be beyond economic repair, if reparable at all, whilst the house on erf 362 can be salvaged.*

*It was identified that the construction practices (extensions) used definitely are not acceptable, with especially roof beams not strong enough for the roofing used, while the electrical reticulations are considered not only non-standard, but outright dangerous. Regardless of the reason for the damage, the houses on Erven 363, 364 and 365 are considered not structurally acceptable for occupation and as such should be demolished.*

#### **POSSIBLE MECHANISM FOR STRUCTURAL FAILURE**

*One mechanism for failure would be that the houses were constructed on Aeolian deposit (wind-blown sand) with the packing density of the soil subsequently much less than for alluvial soil (water-borne). The substrata is well known to consist of undulating rock, with the surface soil thus varying in depth. When a structure is placed on a site with such geotechnical characteristics, regardless of whether the foundations are considered of suitable bearing capacity and regardless of the soil being compacted below the foundations, the risk of differential settlement is present.*

*These findings are underlined by the report by Windhoek Consulting Engineers. It is also made clear by WCE in their report that the earthworks and foundation is substandard, with "foundations appear to have been cast on 200 mm layer of gravel material overlaying sand. The foundation itself is less than 100 mm thick".*

*It is known that the development in the vicinity of the houses was constructed with the water lines running mid-block to central ablution facilities. Manager Operations reports that the lines were replaced due to tremendous water losses, with the lines now placed under the sidewalks. Such water leaks, if extending of time, will lead to saturation of the soil – a situation which was observed during inspection of the area.*

Saturated soil suffers considerable loss of internal friction between the particles, and as such will settle with the least disturbance such as street traffic. It is thus considered highly probable that the mechanism for the failure of the houses may have been saturation of the soil leading to differential settlement on soil with varying depth. When considered in combination with the poor construction practices used, the resulting observed damage can be comprehended.

The four specific houses show maximum damage, yet there are several other houses in proximity also showing minor damage (See WCE report), with the damage observed not considered to require Council intervention.

## **BUILDING PLANS**

The diagram below indicates the location and extents of the structures under discussion



<b>Property</b>	<b>Details</b>	<b>Comment</b>
<b>M 362</b>	Approved original 57.2 m <sup>2</sup> Added on approved 22.2 m <sup>2</sup> Total 128.4 m <sup>2</sup>	Building plans for total area of 128.4 m <sup>2</sup> approved but not implemented. Several illegal structures (shacks) on erf. Structure salvageable
<b>M 363</b>	Approved 93.3 m <sup>2</sup> Add on no approval 27.2 m <sup>2</sup> plus approx. 27 m <sup>2</sup> plus approx. 24 m <sup>2</sup> Total 171.5 m <sup>2</sup>	Structural damage beyond economic repair. Structure unsafe for occupation.
<b>M 364</b>	Approved 133.1 m <sup>2</sup>	Structural damage beyond economic repair. Structure unsafe for occupation
<b>M 365</b>	Approved 140.5 m <sup>2</sup> Add on no approval 33.3 m <sup>2</sup> approx. Total 173.8 m <sup>2</sup>	Structural damage beyond economic repair. Structure unsafe for occupation.

## **REPLACEMENT AND REPAIR COST**

Accepting a conservative building cost of N\$3 500/m<sup>2</sup>, the replacement cost of the dwellings will be:

<b>Erf</b>	<b>Constructed Area (M²)</b>	<b>Estimated Cost (N\$)</b>
M363	171.5	600 250
M364	133.1	465 850
M365	173.8	608 300
<b>Total estimated reconstruction cost</b>		<b>1 674 400</b>

Repair costs:

For Erf M 362 the repair cost is provisionally estimated not to exceed N\$50 000.00.

The total estimated cost for the maintenance to and replacement of the properties is thus N\$1,674,400.00 - excluding design and supervision costs. As the latter will be done internally to the Municipality, it is not enumerated.

(At a building cost of N\$2 200 / m², the total cost is estimated at N\$1 102 480.00)

The value of the approved construction, at N\$3 500.00 / m² is:

<b>Erf</b>	<b>Approved Area (M²)</b>	<b>Estimated Cost (N\$)</b>
M363	128.4	449 400
M364	93.3	326 550
M365	140.5	491 750
<b>Total estimated reconstruction cost</b>		<b>1 267 700</b>

Reconstruction and repair cost thus N\$1,317,700.00.

(Or at N\$2 200.00 / m², the estimated reconstruction and repair cost is N\$846,840.00.00.

### **OTHER COSTS**

The General Manager: Community Development Services reports additional costs of N\$120,000.00 for security and storage (4 months period only).

### **FINANCIAL PROVISION**

As indicated above, Council approved N\$50 000.00 per house (Thus N\$200 000.00) for the repairs to the houses.

Council constructed houses as temporary abode for the owners of the cracked houses at the following cost:

<b>Erf</b>	<b>Erf Value (N\$)</b>	<b>Transfer Cost (N\$)</b>	<b>Labour (N\$)</b>	<b>Materials (N\$)</b>	<b>Total N\$</b>
3252	33 762	1 152	32 000	93 510	160 424
3254	33 762	1 152	32 000	93 510	160 424
3260	33 762	1 152	32 000	93 510	160 424
3318	33 762	1 152	32 000	93 510	160 424
<b>Total construction cost</b>					<b>641 696</b>

This cost was spent by Council and if considered to be sunk as past expenditure, with the intention be to offset against the cost to repair and replace the cracked houses to the **full area as constructed**, it thus appears that insufficient funds are available - even at the lower construction cost estimate.

Should only the cost of construction for the approved areas be considered, the funds will most probably still be insufficient.

## **GENERAL**

Council is cautioned that even though no claims have been registered from other owners in the proximity where similar situations may exist, or in other parts in Town where such situations may arise, future similar claims may now be submitted, should the houses of the four owners be repaired / replaced at Council's cost.

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

### **RECOMMENDED:**

- (a) That permission be granted to the General Manager: Engineering Services to withdraw the Occupation Certificates of Erven M 362, M 363, M 364 and M 365.**
  - (b) That permission be granted to the General Manager: Engineering Services to demolish the dwellings on Erven M 362, M 363, M 364 and M 365.**
  - (c) That Council carries the cost for demolition.**
  - (d) That the General Manager: Engineering Services provides the cost of replacement of the houses to Management Committee.**
  - (e) That the General Manager: Corporate Services and Human Resources determines the value of the replacement houses built by Council and arranges for the sale of the said houses.**
  - (f) That the General Manager: Community Development Services investigates the situation regarding the storage containers i.e. whether:**
    - (i) To move the containers to the residence of the home owners and for the home owners to take care of the security of their properties.***
    - (ii) To outsource the storage and security of containers to a particular company.***
  - (g) That the Community Development Services Department be the liaison between Council and the home owners.**
  - (h) That Council enters into an agreement with the home owners and that a clause be included to state that Council will not entertain further claims.**
  - (i) That inter-departmental communication and coordination be enhanced between all the departments involved.**
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11.1.28 **COMPLAINTS ABOUT THE OPERATION OF KAVITA PARK**  
(C/M 2014/04/24 - F 21)

**Special Management Committee Meeting of 15 April 2014**, Addendum 5.2 page 34 refers.

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

**1. INTRODUCTION**

A letter (**Annexure "A"**) dated **17 March 2014** was received from Ms Alvine Mucamba owner of stall No. 1 and Ms Iyaloo Ndapandula Naukushu owner of stall No. 48 complaining about the operations of Kavita Park craft market. The market is intended for use by traders who have no other source of income.

**2. BACKGROUND**

2.1 Before, during and after the relocation of the hawkers from the Palm Beach and Makalani sites to Kavita Park, a series of meetings were held with the hawkers. At these meetings the hawkers were permitted to ask questions, put forward requests, raise concerns and make comments.

These concerns were inter alia; the consumption of alcohol, ownership of more than kiosk, operating hours, relationship with assistants, organization of the hawkers, design of the kiosk, etc. much of the input was used to draft the agreement and eventually lease agreements were concluded between the Municipality of Swakopmund and the hawkers for their respective stalls after agreement was reached.

2.2 Subsequent to the above, a letter dated **11 July 2013** (attached as **Annexure "B"**) was sent to all stall holders informing them that they are expected to be present at the market and that regular inspections will be conducted to ensure that conditions as per the signed agreement are adhered to, more especially Clause 5.

They were further informed to notify the Property section in writing should they be absent from the market for a period exceeding two weeks.

Clause 5.1 is quoted for ease of reference:

**5.1** *The **LESSOR** will conduct regular inspections and if the **LESSEE** has sub-leased the **LEASED PROPERTY**, or an unregistered person is attending to the stall, or the **LESSEE** fails to "trade" for fourteen (14) days, the lease will be terminated in accordance with clause 1 hereof; it is receiving one (1) month's written notice of termination.*

*"Trade" shall mean the **LESSEE** is physically present at the **LEASED PROPERTY** and conducting business.*

*Should the **LESSEE** not be on site at the **LEASED PROPERTY** on 4 (four) random inspections conducted during a 6 month period without prior notice, a notice of termination will be issued to vacate the **LEASE PROPERTY** within one month from receiving such notice.*

- 2.3 After four random inspections that were conducted, stall holders who were absent from the market on four consecutive occasions were informed in writing of the following: *“that further inspections will be conducted and should they fail to be present, they will be served with one month written notice of termination”*.
- 2.4 Various inspections followed and it was found that some stall holders were still not present at the market. On **13 March 2014** notices of termination of the lease agreements were served (**Annexure “C”**).

### **3. CONCERNS**

Below is the list of concerns as per the letter received:

#### **1. Request to form a committee to control the activities at Kavita market:**

- Comments on the above

At a meeting which was held between Municipal officials and most of all the hawkers, it was stated that the informal hawkers' committee will no longer be recognized by the Municipality or used as a means of communication with the hawkers, since there was constant squabbling, division and the committee could not control the hawkers. The committee caused more arguments than it solved, because committee members tried to get more power for themselves. Each and every stall holder will be responsible for the duties and lease of the stall from Council.

It was however further stated that, should the lessee to decide to form a committee amongst themselves, to regulate the behavior of lessees, that would be acceptable.

#### **2. Physical presence of the stall holder at the market**

- Comments on the above

It has come under Councils' attention that most stall holders are subletting their stalls to foreign nationals because they are not in possession of legal documentations to enable them trade in Namibia.

Such practice is against the lease agreement concluded between stall owners and Council; hence the decisions to put measures in place to ensure that stalls are allocated to the right people with the need of making a living out of craft items.

**3. The entire traders (hawkers) disagree with the termination of the contract**

- There are 56 kiosks and the letter received has only two signatures. If it was from all stallholders that are not satisfied with the termination, all signatures would have been appeared thereon.

There are 24 stallholders who were served with a similar notice of termination of the lease agreements. The other stall holders confirmed that they are not aware of any letter neither it's content.

**Request for security at the market**

- The idea of having a security on site was proposed to the lessees by Municipal officials' whereafter they were requested to indicate in writing whether they wish to have a security and if they will agree to share the costs with Council. No letter was received to date.

**4. DISCUSSION**

Considering the date when hawkers were relocated to Kavita market being June 2013 and the date of this letter, it is not clear why the two stallholders choose to raise their concerns now when the notice of termination was served to them.

Upon receipt of the grievance letter, a meeting was arranged between Mr M Kalondo and Ms N Kandjengo of Property Section and the two stall holders to clear all the misunderstandings that seem to exist only to them, though there are many other hawkers that were served with a similar notice but they did not make similar allegations.

With reference to the account details received from Finance Department also indicates that, there is lack of commitment by the two writers since their rental accounts are in arrears. Ms Alvine Mucamba owes N\$ 282.00 (3 months arrears) while Ms Iyaloo Ndapandula Naukushu owes N\$ 466.00 (8 months arrears).

It should be noted that the purpose why Council developed such market is to assist members of the public to stay out of the streets and make a living. Being absent at the market is a clear indication that some do not make use of the stalls for the purpose it was intended for.

Council is currently inundated with applications from public members' who wish to obtain a stall at the craft market, but they are placed on the waiting list due to the lack.

## **5. CONCLUSION**

Ms Alvine Mucamba owner of stall No. 1 and Ms Iyaloo Ndapandula Naukushu owner of stall No. 48 and the other 24 stall holders were not present at the market on more than four occasions when inspections were conducted and their leases were accordingly terminated.

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

### **RECOMMENDED:**

- (a) That the complaints from Messrs A Mucamba and N Naukushu submitted to the Office of the Governor, be noted.**
  - (b) That the complainants be informed that the matter was correctly dealt with in terms of the signed agreement and that the Office of the Governor be informed accordingly.**
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11.1.28

(C/M 2014/04/24 - )

**Ordinary Management Committee Meeting of 10 April 2014,**  
Addendum -- page -- refers.

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

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

**RECOMMENDED:**

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