

MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Wednesday, 27 May 2015 at 19:00.**

PRESENT:

Councillor J Kambueshe	:	Mayor (Chairperson of Council)
Councillor A N Bessinger	:	Deputy Mayor
Alderswoman R //Hoabes	:	Chairperson of Management Committee
Councillor L M Tlhabanello	:	Member of Management Committee
Councillor N N Salomon	:	Member of Management Committee
Alderman E //Khoaseb	:	Member of Council
Councillor F Hamukwaya	:	Member of Council
Councillor U Kaapehi	:	Member of Council
Councillor P V Steinkopff	:	Member of Council

OFFICIALS:

Mr E U W Demasius	:	Chief Executive Officer
Mr M N Ipinge	:	GM: Community Development Services
Mr D Duvenhage	:	GM: Engineering Services
Mr C Lawrence	:	GM: Health Services
Ms G Mukena	:	Acting GM: Finance
Mr A Plaatjie	:	Acting GM: Corporate Services & HR
Ms M Bahr	:	Manager: Human Resources
Ms A Gebhardt	:	Corporate Officer: Marketing & Communication
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms I Ortner	:	Personal Assistant to the Mayor
Ms A Kahuika	:	Administrative Officer: Admin

ALSO PRESENT:

Also present were thirty six (36) members of the public, one (1) representative from Allgemeine Zeitung.

1. **OPENING**

Mr C Lawrence opened the meeting with a scripture reading and prayer.

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

INTEREST

- | | | | |
|-----|----------------------------------|---|----------|
| 2.1 | Application for leave of absence | | |
| | Councillor R N Andreas-Noabes | - | Approved |
| 2.1 | Declaration of interest | - | None |
-

3. **CONFIRMATION OF MINUTES**
(C/M 2015/05/27 - A 2/3/5)

- 3.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 29 APRIL 2015**

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

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 29 April 2015, be confirmed as correct.

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

None.

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

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

(C/M 2015/05/27 - A 2/3/5)

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

- 5.2 **LONG SERVICE AWARDS**

None

PETITIONS

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

9. **FEEDBACK REPORT ON THE EXECUTION OF RESOLUTIONS TAKEN BY COUNCIL IN APRIL 2015**

- 9.1 The feedback on the resolutions taken by Council on 29 April 2015 was noted.

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING APRIL 2015**

10.1 **MINUTES OF MANAGEMENT COMMITTEE MEETINGS HELD DURING APRIL 2015**

(C/M 2015/05/27 - A 2/3/5)

RESOLVED:

That the resolutions taken at an Ordinary Management Committee Meeting held on 12 May 2015 and the Special Management Committee meeting held on 20 May 2015 be noted.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 12 MAY 2015 AND A SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 20 MAY 2015**

11.1.1 **COMPILATION OF DEED OF SALE FOR MASS HOUSING BENEFICIARIES**

(C/M 2015/05/27 - H 5/3)

RESOLVED:

- (a) That the Deed of Sale (on file) as well as the Sworn Declaration by purchasers prepared by Messrs Kinghorn Associates be approved as the standard document which will be used in respect of the sale of the houses built under the Mass Housing Development Programme.
- (b) That the applicants be given the option to extend their loan repayment period up to forty (40) years upon consultation of the 75 beneficiaries.
- (c) That the Deed of Sale prohibits any form of informal housing on site.

11.1.2 **REQUEST BY SALVATION MINISTRY TO PURCHASE ERF 1898, MONDESA**

(C/M 2015/05/27 - M 1898)

RESOLVED:

- (a) That the application of Messrs Salvation Ministry to purchase Erf 1898, Mondesa not be accepted.
- (b) That Erf 1898, Mondesa be consolidated with 1960 Mondesa.
- (c) That a public scoping exercise be arranged for Erven 1960 and 1898, Mondesa, to obtain public input on the future use of the consolidated erven.

11.1.3 **APPLICATION FROM MESSRS MOBILE TELECOMMUNICATIONS LIMITED (MTC) TO LEASE A BTS SITE ON ERF 5158, SWAKOPMUND**

(C/M 2015/05/27 - G 4/2/2/2)

RESOLVED:

- (a) That Council approves the permanent BTS site on a portion of Erf 5158, Swakopmund on the same terms and conditions as those incorporated in the lease agreement for Erf 5360, Swakopmund.
- (b) That permission be granted to Messrs Mobile Telecommunication Limited to place a temporary 15m tower on Erf 5158, Swakopmund on the conditions below:
 - (i) *That the temporary lease site be 12mx12m (144m²) and be leased for a period not exceeding 3 months.*
 - (ii) *That the lease tariff be at the existing tariff of N\$ 23.01 per m² per month (excluding 15% VAT) with an annual escalation of 10% as from 1 July 2015.*
 - (iii) *That all costs related to this transaction (advertising- and any legal costs, etc. that may arise from this transaction) be borne by the lessee.*
 - (iv) *That all statutory procedures for the establishment of a BTS site be complied with.*
 - (v) *That building plans of all proposed buildings must be submitted to the Engineering Services Department for approval.*
 - (vi) *That the lessee indemnifies Council against any public claims/liability related to the use of the above area.*
 - (vii) *That the lessee installs their own electrical meter and make any arrangements for the supply of electricity with Messrs Erongo RED so that any expense and cost incurred be allocated to them.*
 - (viii) *That the maximum height of the tower be restricted to 15m.*
- (c) That the applicant takes note that Council will not be responsible for any costs incurred by the applicant as a result of, or connected to the temporary or 5 year lease.

11.1.4 **APPLICATION FOR INSTITUTIONAL ERF, EXTENSION 15: ERF 5158, SWAKOPMUND - NEDERDUITSCH HERVORMDE KERK VAN AFRIKA**
(C/M 2015/05/27 - H 1/10/1, E 5158)

RESOLVED:

- (a) That the sale of Erf 5158, Swakopmund to Nederduitsch Hervormde Kerk van Afrika, be approved, *in principle*, subject to (d) below.
- (b) That the purchase price be determined at N\$83.50/m², i.e. in terms of the Property Policy, 50% of the cost of installation of services (N\$167.00) multiplied with the size of the erf.
- (c) That the sale be subject to Council's standard conditions of sale as per Annexure "E", on file.
- (d) That Erf 5158, Swakopmund (measuring 7 309m²), be subdivided as per Council's resolution passed under item 11.1.13 on 31 July 2013 to provide for a ±250m² erf to be used for telecommunication towers.

11.1.5 **ERF 138, RE, MONDESA: ERVEN RESERVED FOR MR N RAMAKHUTLA**
C/M 2015/05/27 - M 138)

RESOLVED:

- (a) That Council approves the purchase price for the sale of the following two erven to Mr Norman Ramakhutla as indicated below:
 - Erf 4338 (575m² x N\$ 940.38) = N\$540 718.50
 - Erf 4339 (600m² x N\$ 940.38) = N\$564 228.00
- (b) That the conditions of sale approved by Council on 27 September 2011 under item 11.1.5 be applicable.
- (c) That Mr Norman Ramakhutla confirms in writing acceptance of the purchase prices whereafter the sale be advertised as required in terms of the Local Authorities Act, Act 23 of 1992, as amended at his cost.

11.1.6 **LIGHT INDUSTRIAL INCUBATION AREA: TERMINATION OF LEASE AGREEMENTS FOR SITES F AND H**
(C/M 2015/05/27 - H 5)

RESOLVED:

- (a) That the lease agreements entered into by and between Council and the following lessees be terminated as from 01 June 2015 in terms of clause 4 of the lease agreement:
 - Mr J Bamm (Area F)
 - Messrs Rivatera Community Project (Area H)
- (b) That Messrs Rivatera Community Project be informed that Council does not reserve land for an indefinite period while finding investors to finance the project.
- (c) That no new lessees be considered due to the short lease period remaining before the area is developed into residential erven.
- (d) That the General Manager: Finance ensures that all the outstanding amounts be collected.

11.1.7 **KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM CC: CONFIRMATION OF SIZE OF LEASE AREA**
(C/M 2015/05/27 - E 2747)

RESOLVED:

- (a) That it be recorded that the surveyed size of the lease area to Messrs Kazak African Experience Cultural Tourism CC is 13 814m² and not 14 702m² as stated in Council's Resolution, Item 11.1.2, point (b) of 26 November 2014.
- (b) That Messrs Kazak African Experience Cultural Tourism CC be exempted from payment of the survey costs.

11.1.8 **APPLICATION FOR PERMISSION TO OPERATE A RESIDENTIAL GUESTHOUSE**
(C/M 2015/05/27 - E 4522)

RESOLVED:

- (a) That the application of Ms Gulnara Muyambo to operate a Residential Guesthouse on Erf 4522 Ocean View not be approved.
- (b) That Ms Gulnara Muyambo be informed of her right to appeal (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days (in respect of resolution (a) above) of this notice against Councils decision, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (c) That the applicant be served with a notice giving instruction to attend to the general appearance of the property as the condition of the building and erf is adversely affecting the amenity of the area.
- (d) That the Engineering Services Department monitors the activities taking place on the property and reports back to Council with its findings.

11.1.9 **REGISTRATION FEE: CLOSED BID SALE OF MUNICIPAL HOUSES**
(C/M 2015/05/27 - M 3252, 3254, 3260, 3318)

RESOLVED:

- (a) That Council in principle approves that a registration fee for closed bids be determined at .75% of the highest upset price of the erven on offer, rounded off to the nearest N\$500.00.
- (b) That Council approves a refundable registration fee in the amount of N\$2 500.00 for participation in the closed bid for Erven 3252, 3254, 3260, 3318, Mondesa.

11.1.10 **CODE OF CONDUCT FOR MEMBERS OF LOCAL AUTHORITY COUNCILS AND STANDING RULES IN CONNECTION WITH CONVENING AND HOLDING OF, AND PROCEDURE AT, MEETINGS OF LOCAL AUTHORITY COUNCILS AND COMMITTEES ESTABLISHED BY LOCAL AUTHORITY COUNCILS**
(C/M 2015/05/27 - A 2/3/1/1, A 2/3/1/4)

RESOLVED:

- (a) That the gazetted Code of Conduct for Members of Local Authority Councils and the Standing Rules In Connection With Convening and Holding Of, And Procedure At, Meetings of Local Authority Councils and Committees Established by Local Authority Councils, be noted.
- (b) That the sequence of the Ordinary Council Agenda be re-aligned in terms of Paragraph 5 of the Standing Rules In Connection With Convening And Holding Of, And Procedure At, Meetings Of Local Authority Councils And Committees Established By Local Authority Councils.

11.1.11 **APPLICATION TO LEASE WITH THE INTENTION TO BUY: ERF 1960, MONDESA**
(C/M 2015/05/27 - M 1960)

RESOLVED:

- (a) That the application by Messrs Frans Hamunyela to lease Erf 1960, Mondesa with the option to buy not be approved as the property is currently zoned "Single Residential" and therefore not appropriate for business.
- (b) That it be consolidated with Erf 1898.
- (c) That a scoping exercise be done to obtain input from the public on the future use of the consolidated erven.

11.1.12 **APPLICATION TO PURCHASE OR LEASE THE PARKING AREA IN FRONT OF ERF 25, VOGELSTRAND**

(C/M 2015/05/27 - VS 25)

RESOLVED:

- (a) That Council approves the lease of the parking area in front of Erf 25, Vogelstrand situated in Plover Street measuring 1292 m² to Messrs Atlantic Villa CC for its exclusive use for a period of nine (9) years and eleven (11) months, commencing 1 July 2015 and terminating 31 May 2025 for the purpose of parking only.
- (b) That the lease amount be N\$ 15.73/m² per month x 1292 m² = N\$20 323.16 + N\$3 048.47 (15% VAT) = N\$23 371.63 per month.
- (c) That the rental escalates with 10% annually as from 1 July 2016.
- (d) That the lease be subject to the standard conditions and to the following:

(i) *That the applicant pays a deposit equal to 1 month's lease in advance.*

(ii) **Indemnity**

The LESSEE hereby indemnifies and undertakes to keep the LESSOR indemnified against any claim for loss or damages of property or bodily injury or loss of life or any claim whatsoever which may be made against the LESSOR by any person visiting, employed or present at the property for whatsoever reason or any conduct or omission occurring at the property for whatsoever reason or any conduct or omission occurring at the property irrespective of whether such act was committed or omission occasioned intentionally or negligently by the LESSEE, any person or animal for whose action it is in law liable for, or by any other party whatsoever or any claim made against the LESSOR.

The LESSEE acknowledges that the PROPERTY is situated on a public parking area and reconciles itself with the fact that this area is used and occupied by both vehicles and pedestrians on a daily basis and reconciles itself with the inherent risk that such occupation may present such as, but not limited to, motor vehicle accidents causing damage to the property or injury or death to persons, unauthorized persons mounting structures and equipment, etc. The LESSEE is at the time of the signing of this agreement aware that the PROPERTY is not fenced off in any way and access to the PROPERTY is completely accessible to any adult, child or animal from the public parking area which may present the risk of injury or death to such adult, child, animal or damage or destruction to property.

(iii) **Carrying On Of Business**

The LESSEE shall carry on its operations on the PROPERTY in accordance with all statutes, ordinances, municipal laws and regulations. The LESSEE acknowledges that whenever some form of mismanagement, mal-administration is reported and such report is justified after

investigation thereof in the discretion of the LESSOR, notice will be given to the LESSEE to remedy such default within 14 days failing which the LESSOR shall be entitled to cancel the lease. The LESSEE shall not use or store or allow to be stored on the PROPERTY any liquid or other article of a dangerous or inflammable nature which may endanger the PROPERTY.

(iv) **Breach of Conditions**

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

(v) **Termination**

- 1 *This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.*
- 2 *In the event of termination of the agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the LEASED PROPERTY, provided that the LESSEE may remove any such improvements from the LEASED PROPERTY which is sixty (60) days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the lessee shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any improvement or to restore the property to its proper condition.*

- (e) That permission be granted to the lessee to erect a 1m high boundary wall on the boundaries of the parking area at his cost subject to all relevant building regulations and to the satisfaction of the General Manager: Engineering Services.
- (f) That no other permanent structures be erected on the parking area without Council's prior written consent.
- (g) That Council approves the temporary closure of the street portion of Plover Street measuring 1292m² situated in front of Erf 25, Vogelstrand, Swakopmund.
- (h) That the lessee appoints a Town Planner to attend to the statutory process in (g) at his cost.
- (i) That the lease be advertised in terms of the Local Authorities Act, (Act 23 of 1992), as amended.
- (j) That all costs with regards to the lease be for the lessee's account.
- (k) That all maintenance of the leased area be for the account of the lessee.
- (l) That Messrs Atlantic Villa CC informs Council in writing at least thirty (30) days in advance should the business be sold and that the new owner must apply in writing to lease the parking area.

RESOLVED:

- (a) That the allocation of a vacant hangar plot at the Swakopmund Aerodrome to Messrs Skydive Namibia Swakopmund in the south western corner of the current encamped area, be approved and that the standard lease terms shall apply.
 - (b) That the applicant takes note that Council does not grant permission under Clause 5 of the new lease agreement for the hosting of a restaurant or bar or any activity that involves making available selling or consumption of alcohol on the new hangar premises at the Swakopmund Aerodrome.
 - (c) That the exact size and location of the new hangar be determined in conjunction with the applicant by the General Manager: Engineering Services.
 - (d) That all cost of the application including surveying, be for the account of the applicant.
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11.1.14 **REQUEST FOR USAGE OF HANGAR FOR NON-AIRCRAFT RELATED PURPOSES / APPLICATION FOR SPECIAL LIQUOR LICENCE**

(C/M 2015/05/27 - N 9/1, Hangar 25)

RESOLVED:

- (a) That the usage of Hangar 25 at the Swakopmund Aerodrome as a Sport Parachute Club to practice, store and pack skydiving equipment, be condoned.
 - (b) That Council does not grant permission in terms of clause 5 of the Lease Agreement to Messrs Skydiving Club for conducting business as a bar at Hangar 25 due to the high safety risk.
 - (c) That Messrs Kinghorn Associates be informed that Council does not grant permission for the issuing of a "*Special Liquor Licence*" for Hangar 25 at the Swakopmund Aerodrome and that the application is turned down.
 - (d) That the club committee be invited to discuss the concerns regarding the location of the bar / restaurant.
 - (e) That subject to the completion of the discussion in (d) above, the matter be resubmitted to consider the approval of a restaurant liquor licence.
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11.1.15 **PROPOSAL: PRIVATE PARKING MANAGEMENT**

(C/M 2015/05/27 - N 8/15/12)

RESOLVED:

That the application of Messrs Ndakolute Trading Enterprise be declined.

11.1.16 **LOADING ZONE ALTERATIONS - WOERMANN BROCK - VINETA**

(C/M 2015/05/27 - E 1923)

RESOLVED:

- (a) That the design layout of the loading bay for Messrs Woermann Brock (Vineta branch) submitted by Messrs Burmeister & Partners (Pty) Ltd for Messrs Woermann Brock, be accepted.
- (b) That permission be granted to Messrs Woermann Brock to alter Kühnast Street as per the design submitted.
- (c) That all costs pertaining to the alterations be borne by Messrs Woermann Brock.
- (d) That Messrs Woermann Brock manages pedestrian and vehicular traffic to ensure their safety, and alert the street users by suitable notice of the intended works in at least two local newspapers not less than fourteen (14) days prior to commencement of the works.
- (e) That the construction be executed and that the materials used be compliant to the specifications of the Engineering Services Department.
- (f) That Messrs Woermann Brock instructs their consultant, Messrs Burmeister & Partners (Pty) Ltd to perform appropriate quality management on the works, inclusive of submission of a copy of the quality management documentation, which documentation shall also contain "*As Built*" drawings of the completed works.
- (g) That the Manager: Works monitors the project for compliance to the specifications and design drawings.
- (h) That a construction period of not more than 14 days shall apply.
- (i) That Messrs Woermann Brock submits the commencement and intended completion dates to the Engineering Services Department.
- (j) That completion of the works be defined as acceptance of the works by the Engineering Services Department as functional.
- (k) That Messrs Woermann Brock be obliged to pay Council a Delay Damages Amount of N\$2 500.00 per day for each day that the works is accepted later than the completion date as identified by Messrs Woermann Brock.

11.1.17 **REQUEST TO TRANSFER FUNDS TO PURCHASE A CORSA**
(C/M 2015/05/27 - L 5)

RESOLVED:

- (a) That permission be granted to the General Manager: Community Development Services to utilize the amount of N\$100 000.00 from Vote 2020316266 00 to supplement the amount of N\$150 000.00 which was approved for the purchasing of a Corsa pick-up.
- (b) That the General Manager: Finance transfers the amount of N\$100 000.00 from Vote 202031626600 to the Community Development Services Department Vote 500531627300.

11.1.18 **SUBDIVISION OF THE REMAINDER OF PORTION B OF SWAKOPMUND TOWN AND TOWNLANDS NO 41 INTO PORTIONS A, B, C AND REMAINDER FOR TOWNSHIP ESTABLISHMENT OF EXTENSIONS 32, 33 AND 34**

(C/M 2015/05/27 - G 2)

RESOLVED:

- (a) That the subdivision of Farm No 166 into Portions 5, 6 and Remainder, be approved.
- (b) That the consolidation of Portion 5 of Farm No 166 and Portion 157 of the Remainder of Portion B of Swakopmund Town and Townlands No. 41 into Portion 7, be approved.
- (c) That the consolidation of Portion 6 of Farm No 166 and Portion 156 of the Remainder of Portion B of Swakopmund Town and Townlands No 41 into Portion 8, be approved.

11.1.19 REDUNDANT ITEMS: FINANCE DEPARTMENT

(C/M 2015/05/27 - L 2)

RESOLVED:

- (a) That the following redundant items from Finance Department be written off:

<i>Description</i>	<i>Reason</i>
<i>5 x Office chairs</i>	<i>Replaced with new one</i>
<i>Electronic Calculator 15007515</i>	<i>Broken</i>
<i>Fan PDF 40</i>	<i>Broken and not repairable</i>
<i>2 x Telephone cable</i>	<i>Replaced with new one</i>
<i>Power supply CYYZY 8836913</i>	<i>Replaced with new one</i>
<i>Cordless kettle</i>	<i>Malfunctioning</i>
<i>Rexel Shredding machine</i>	<i>Malfunctioning</i>
<i>Rexel Giant Stapler</i>	<i>Malfunctioning</i>

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

11.1.20 REDUNDANT ITEMS: CORPORATE SERVICES AND HUMAN RESOURCES DEPARTMENT

(C/M 2015/05/27 - L 2)

RESOLVED:

- (a) That the following redundant item from the Corporate Services and Human Resources Department be written off:

<i>DESCRIPTION</i>	<i>REASON</i>
<i>Reception desk (switchboard)</i>	<i>Old and broken</i>

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

11.1.21 APPLICATION FROM SWAKOP URANIUM TO LEASE AND BUY ERF 4895, SWAKOPMUND

(C/M 2015/05/27 - G 4/1/3, E 4895)

RESOLVED:

- (a) That the request by Messrs Swakop Uranium to lease Erf 4895, Swakopmund for the purpose of parking for its busses and vehicles be approved.
 - (b) That the lease term be set for 12 months with the option to renew on the same terms and conditions.
 - (c) That either party can give 3 calendar months' written notice of the cancellation of the agreement.
 - (d) That permission be given to the lessee to erect parking garages for busses and vehicles, a wash bay, an office, a store room, service bay and ablution facilities subject to the standard Town Planning Scheme provisions.
 - (e) That the request for an option to buy not be approved as this is in contravention of Council's Property Policy, however the applicant may request to purchase the property via private treaty once the erf is rezoned.
 - (f) That the lease of Erf 4895, Swakopmund at a rental amount of N\$12 353.00 (5 615m² x N\$2.20/m²) per month (15% VAT excluded) be offered to Messrs Swakop Uranium.
 - (g) That the lease agreements be subject to a 10% escalation annually on 1 July.
 - (h) That a deposit equal to one month's rent be paid to Council.
 - (i) That the rental be advertised in terms of the Local Authorities Act (Act 23 of 1992) at the cost of the lessee.
 - (j) That Messrs Swakop Uranium be required to pay a refundable electricity deposit to the amount of N\$14 205.95 which shall be applied and used only if an outstanding account remains with Messrs Erongo RED for Erf 4895, Swakopmund.
 - (k) That the balance remaining of the deposit made in (j) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account for Erf 4895, Swakopmund has been paid in full to Messrs Erongo RED.
 - (l) That Messrs Swakop Uranium makes arrangements for the provision and usage of electricity with Messrs Erongo RED at its own cost.
 - (m) That Council's standard conditions of lease be applicable to the agreement.
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11.1.22 **APPLICATION BY MESSRS AFRIKUUMBA TO DEVELOP MILE 4
EXTENSION 1 AND SWAKOPMUND EXTENSION 14**
(C/M 2015/05/27 - M4 E 101, 102, 103)

RESOLVED:

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

11.1.23 **CAPITAL AND OPERATIONAL BUDGET FOR 2015 / 2016 FINANCIAL YEAR**

(C/M 2015/05/27 - D 2/1)

RESOLVED:

- (a) That the Capital budget amounting to N\$124 986 210.00 be approved.
- (b) That the Operational budget reflecting a deficit of N\$2 461 360.00 be approved.
- (c) That the service related tariffs as listed below be approved, together with all tariffs as contained in our tariff list:
 - (i) *Water*
 - 9m³-30 m³ - 5.5%
 - 31m³-60m³ - 6.5%
 - 61m³ and above - 7.5%
 - (ii) *Special Water Tariffs Small Holdings (Agricultural)*
 - 9m³-30 m³ - 15%
 - 31m³-60m³ - 5.5%
 - 61m³ and above - 6.5%
 - (iii) *Refuse removal - 7.5 %*
 - (iv) *Sewerage - 20%*
 - (v) *Sport facilities & Town Halls - 10%*
 - (vi) *Tourism (Bungalows) - 10-12%*
 - (vii) *New basic tariffs - Senior Citizens*
 - Refuse removal - N\$ 66-10
 - Sewerage - N\$ 118-50
- (d) That the General Managers and Managers confirm availability of funds prior to embarking upon approved major projects.

The meeting adjourned: **20:05**

Minutes confirmed on: **25 June 2015**

Juuso Kambueshe
CHAIRPERSON

E U W Demasius
CHIEF EXECUTIVE OFFICER

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