

## **MINUTES**

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office Building, Swakopmund on **Tuesday, 02 September 2014 at 19:00.**

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### **PRESENT:**

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

### **OFFICIALS:**

|                 |   |  |
|-----------------|---|--|
| Mr M N Ipinge   | : | Acting: Chief Executive Officer                |
| Mr M P C Swarts | : | GM: Corporate Services & HR                    |
| Mr D Duvenhage  | : | GM: Engineering Services                       |
| Mr C Lawrence   | : | GM: Health Services                            |
| Ms G Mukena     | : | Acting GM: Finance                             |
| Mr A Plaatjie   | : | Manager: Corporate Services                    |
| Mr M Amedick    | : | Manager: Planning                              |
| Ms L Mutenda    | : | Manager: Health Services                       |
| Ms S Clark      | : | Acting Corporate Officer: Properties           |
| Ms A Gebhardt   | : | Corporate Officer: Marketing and Communication |
| Mr U Tjiurutue  | : | Corporate Officer: Administration              |
| Ms A Kahuika    | : | Administrative Officer: Administration         |

### **ALSO PRESENT:**

Twenty (20) members of the public and a representative of The Namibian attended the meeting. Also present was one (1) staff member receiving long service awards.

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### **1. OPENING**

Alderman E //Khoaseb opened the meeting with a prayer.

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

2.1 Application for leave of absence

Councillor N N Salomon - Approved

2.2 Declaration of interest

None.

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3. **CONFIRMATION OF MINUTES**  
(C/M 2014/09/02 - A 2/3/5)

3.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 31 JULY 2014**

On proposal of Councillor Rosalia Noabes - Andreas seconded by Alderwoman Rosina //Hoabes it was:-

**RESOLVED:**

**That the minutes of the Ordinary Council Meeting held on 31 July 2014, be confirmed.**

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

None.

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

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

(C/M 2014/09/02 - A 2/3/5)

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

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5.2 **LONG SERVICE AWARDS**

(C/M 2014/09/02 - B 1/8)

His Worship, the Mayor, also announced as follows:

**QUOTED**

Long Service Awards:

Mr Iyaloo Haludilu - 25 Years

*May you be blessed in good health and prosperity. Thank you for serving the community of Swakopmund.*

*His Worship the Mayor of Swakopmund,*

*Juuso Kambueshe.*

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6. **PETITIONS**

None.

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7. **MOTIONS OF MEMBERS**

None.

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

None.

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9. **FEEDBACK REPORT ON THE EXECUTION OF RESOLUTIONS TAKEN BY COUNCIL IN JULY 2014**

9.1 The feedback on the resolutions taken by Council on 31 July 2014 was noted.

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

10.1 **MINUTES OF MANAGEMENT COMMITTEE MEETINGS HELD DURING JULY 2014**

(C/M 2014/09/02 - A 2/3/5)

**RESOLVED:**

That the resolutions taken at an Ordinary Management Committee Meeting held on 12 August and the Special Management Committee held on 20 August 2014 be noted.

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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **ORDINARY MANAGEMENT COMMITTEE MEETINGS HELD DURING AUGUST 2014**

11.1.1 **CURRENT LEASES IN THE INFORMAL SETTLEMENT AREA, DRC - EAGLE CHRISTIAN CENTRE**

(C/M 2014/09/02 - H 5/4)

**RESOLVED:**

- (a) That Council enters into a six monthly lease agreement, commencing on 01 May 2014 with Messrs Eagle Christian Centre for the existing lease area at the same terms and escalated rental amount as the previous lease agreement.
  - (b) That Messrs Eagle Christian Centre takes note that they will have to temporarily relocate during the servicing of the lease area.
  - (c) That Messrs Eagle Christian Centre re-applies after the servicing of the area
  - (d) That the lease in (a) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended.
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11.1.2 **CURRENT LEASES IN THE INFORMAL SETTLEMENT AREA, DRC - DEMOCRATIC RESETTLEMENT COMMUNITY DEVELOPMENT FOUNDATION**  
(C/M 2014/09/02 - H 5/4)

**RESOLVED:**

**That the lease agreement with Messrs DRC Development Foundation be cancelled due to non-compliance as per clause 10 of the lease agreement.**

11.1.3 **REVIEW OF SALE OF ERF 1525, SWAKOPMUND**  
(C/M 2014/09/02 - E 1525)

During the discussion of this item Councilor P V Steinkopf mentioned that the resolution is only in favour of Council and a letter was submitted to Council regarding the matter of including nominees and changing the conditions of payment.

The Deputy Mayor advised that the issue of nominees had been dealt with by the Council on previous occasions and rejected. It was then:-

**RESOLVED:**

- (a) That it be noted that due to unavoidable delays no written agreement was entered into by and between Council and Messrs Wilderness Investments CC for the sale of Erf 1525, Swakopmund as per the conditions of the closed bid sale of 07 October 2011.
- (b) That the cancellation of the sale of Erf 1525, Swakopmund to Messrs Wilderness Investments CC, be noted and point (b) of the Management Committee decision passed on 16 May 2014 under item 7.5 be repealed:
  - (b) *That the request of Messrs Wilderness Investments CC for an extension of time to pay the purchase price be approved for a period of 90 days from the date of this resolution.*
- (c) That Council enters into a private transaction for the sale of Erf 1525, Swakopmund to Messrs Wilderness Investments CC at the purchase price of N\$12 500 120.00 (15% VAT excluded).
- (d) That the following conditions be applicable:
  - 1. *That the sale be submitted to the Minister Regional Local Government Housing and Rural Development in terms of Section 30(1)(t) of the Local Authorities Act 23 of 1992 as amended.*
  - 2. *The prospective purchaser must accept that no rights will accrue to him or her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
  - 3. *That all cost for the transaction is the responsibility of the prospective purchaser.*
  - 4. *That a minimum deposit in the amount of N\$10 000.00 is required in order to cover Council's cost herein such as but not limited to cost of compilation of a deed of sale and 1% admin fee.*
  - 5. *That the above deposit is payable together with the  $\frac{1}{3}$  deposit of the purchase price as set-out under (7) below.*

6. *That should the transaction be cancelled, the balance, if any, will be refunded.*
  7. *That following acceptance in writing of the purchase price by the purchaser and prior to Council obtain permission from the Minister, a deposit being  $\frac{1}{3}$  of the purchase price must be paid in cash within 30 days from the date of the letter informing the prospective purchaser of the purchase price (which will be refunded should the transaction be cancelled).*
  8. *That if the Ministry of Regional Local Government Housing and Rural Development approves the transaction:*
    - (i) *A second payment, being a further  $\frac{1}{3}$  of the purchase price is payable within 30 days after the Minister's permission and prior to the compilation of a deed of sale (which will be refunded should the transaction be cancelled).*
    - (ii) *That should the further  $\frac{1}{3}$  payment not be received within 30 days from the Minister's approval, the transaction will be cancelled on the 30<sup>th</sup> day without the need for Council to place the prospective purchaser on terms.*
    - (iii) *That the balance of the purchase price is payable in cash on date of signing the deed of sale; or can be secured by formal bank guarantee payable on date of transfer.*
  9. *That should the Minister decide the transaction must be advertised in terms of Section 63,*
    - (i) *The transaction be advertised in terms of Section 63, and if there are objections they be submitted to Council for consideration whereafter the objections together with Council's motivation to sell or not to sell, are forwarded to the Ministry of Regional Local Government, Housing and Rural Development in terms of the Local Authorities Act, Act 23 of 1992, as amended.*
    - (ii) *That should the Minister respond in favour of the prospective purchaser a second payment, being a further  $\frac{1}{3}$  of the estimated purchase price is payable within 30 days from such favourable response (which will be refunded should the transaction be cancelled).*
    - (iii) *That should the further  $\frac{1}{3}$  payment not be paid within 30 days from date of being informed of the Minister's favourable response, the transaction be cancelled on the 30<sup>th</sup> day without the need for Council to place the prospective purchaser on terms.*
    - (iv) *That the balance of the purchase price is payable in cash on date of signing the deed of sale or can be secured by formal bank guarantee payable on date of transfer.*
  10. *That the agreement of sale must be signed and returned to the Swakopmund Municipality, by the prospective purchaser within 21 days of being requested to do so.*
  11. *That should either Council or the prospective purchaser cancel the transaction, all deposits paid in respect of the purchase price will be refunded, as well as the balance (if any) of the N\$10 000.00 deposit.*
  12. *That the purchaser is aware that the property is located in the conservation area as set out in Government Gazette No 3688 of 1 September 2006; and that the improvements thereon are older than fifty years as set out in Government Gazette No 4022 of 01 April 2008.*
- (e) **That the Engineering Services Department once again apply to the Ministry of Works & Transport for approval for the registration of a right of way servitude over Erf 599, Swakopmund to allow access to Erf 1525, Swakopmund.**
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11.1.4 **MOTORSPORT: NAMIB OFF-ROAD CLUB**  
(C/M 2014/09/02 - G 4/1/1)

**RESOLVED:**

- (a) That authority be delegated to the Chief Executive Officer to consider the usage of the portion of land on the area indicated on the map (on file) for motorsport related activities on an event-to-event basis on condition that they provide an accurate map of the route to be taken every time.
- (b) That the Council decision of 30 January 2014 which grants a lease period of 5 years be retained at an annual rental of N\$500.00 which lease amount shall escalate annually on 1 July, the first escalation being 1 July 2015.
- (c) That the applicant be allowed to erect removable structures on the leased property with the prior written approval of the General Manager: Engineering Services.
- (d) That all removable structures be removed and the land be rehabilitated to its present condition on the termination of the lease.
- (e) That the General Manager: Engineering Services determine the value of a refundable deposit payable by the lessee on the commencement of the lease according to an estimate of rehabilitation costs should the lessee not rehabilitate the area on the conclusion of the lease.

11.1.5 **LEASE OF ERF 4884, SWAKOPMUND TO MESSRS NAMIBIA CONSTRUCTION (PTY) LTD**  
(C/M 2014/09/02 - E 4884)

**RESOLVED:**

- (a) That an addendum to the agreement be compiled to make provision for:
  - (i) *'Casting of precast items and ready mix concrete mixing' to be added to the permissible activities allowed on the property in terms of clause 4.1;*
  - (ii) *The lessee to erect boundary walls on the eastern and western boundaries of the property subject to standard building regulations;*
  - (iii) *Permission be granted in terms of clause 6 to allow the lessee to erect company identification signboards at the premises.*
- (b) That the lessee be requested to submit their request with the specifications on the proposed changes to the existing structures in writing to the General Manager: Engineering Services for approval.
- (c) That the lessee be reminded that they shall have no claim for compensation against Council for any improvements made to the property or buildings.
- (d) That a clause be inserted in to the lease agreement in favour of Council to ensure that the lessee is responsible for any outstanding accounts at Erongo RED.

11.1.6 **CONDONATION OF THE BTS SITE EAST OF BLOCK 55, KRAMERSDORF**  
(C/M 2014/09/02 - G 4/2/2/2)

**RESOLVED:**

- (a) That the lease of a portion of land 144m<sup>2</sup> in extent and zoned 'Undetermined' situated east of Block 55, Kramersdorf to Messrs Mobile Telecommunications Limited be condoned.
- (b) That Council's standard lease terms for BTS sites be applicable.
- (c) That a rental fee of N\$11.81/m<sup>2</sup> (15% VAT excluded) per month with an escalation of 10% per annum on 1 July every year be applicable; and further be subject to the following conditions:
  - (i) *That Engineering Services Department requires the submission of the drawings and designs for the existing structures from the lessee.*
  - (ii) *That the requirements regarding the lease of immovable property as prescribed in the Local Authorities Act 23 of 1992 as amended, be dealt with successfully.*
  - (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 the lessee indemnifies Council against any public claims/liability related to the use of the above area.*
  - (v) *That the lease period be for a term of 9 years and 11 months and be back dated from 1 October 2007.*

11.1.7 **CONDONATION OF BTS SITE LEASE 18KM EAST OF SWAKOPMUND: MESSRS MOBILE TELECOMMUNICATIONS LIMITED**  
(C/M 2014/09/02 - G 4/2/2/2)

**RESOLVED:**

- (a) That the Council resolution of 24 April 2014 under item 11.1.10(c) be repealed and replaced with:
  - (i) *That the lease be established at N\$15.72/m<sup>2</sup> per month as from 1 September 2010 with an annual escalation of 10% as from 1 July 2011.*
- (b) That the Council resolution of 24 April 2014 under item 11.1.10(f)(i) be repealed and replaced with:
  - (i) *A maximum height of 42m.*

11.1.8 **REQUEST FOR BTS SITE OCCUPATION FOR MTC AT 3 LOCATIONS IN SWAKOPMUND**  
 (C/M 2014/09/02 - G 4/2/2/2)

**RESOLVED:**

- (a) That a Portion of the Public Open Spaces E 6083, E 5361 and E 5979 be leased to Messrs MTC.
  - (b) That Messrs MTC adheres to the following requirements:
    - *A maximum height of 25m*
    - *Consent letter from the neighbours*
    - *Environmental Impact Assessment*
  - (c) That the following standard lease conditions be applicable to the leasing of E 6083, E 5361 and E 5979:
    - (i) *Lease period of 5 years;*
    - (ii) *That building plans of all proposed buildings must be submitted to the Engineering Services Department;*
    - (iii) *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; and*
    - (iv) *That all costs be for the account of the lessee.*
    - (v) *That the lease be at the existing tariff of N\$23.01/m<sup>2</sup> per month with an annual escalation of 10% every July.*
  - (d) That the Engineering Services Department provides a lay-out plan for the exact site to be used for the tower.
  - (e) That Messrs MTC installs their own electrical meter so that any expenses and costs generated be allocated to Messrs MTC.
  - (f) That the proposed lease be advertised in terms of Section 63 of the Local Authorities Act, (Act 23 of 1992), as amended; at the cost of Messrs MTC.
  - (g) That the areas be subdivided and that the transaction be handled in terms of the Town Planning Scheme and Environmental Management Act.
  - (h) That Messrs MTC appoints a Town Planner and bears all the costs relating to the subdivision and rezoning of E 6083, E 5361 and E 5979 should Council decide to subdivide these portions.
  - (j) That Council's standard conditions of lease for BTS sites be made applicable for the rental of a portion of E 6083, E 5361 and E 5979.
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11.1.9 **THE PROPOSED SALE OF ERF 4818 AND 4819, SWAKOPMUND**  
(C/M 2014/09/02 - E 4818, 4819)

**RESOLVED:**

- (a) That Council repeals the Management Committee decision of 12 September 2013 be repealed and sells Erf 4818 and 4819, Swakopmund by Closed Bid Sale.
  - (b) That for the purposes of the Closed Bid Sale in (a), Erf 4818 and Erf 4819 be sold together and regarded as one property.
  - (c) That the upset price for the combined sale of Erf 4818 and Erf 4819 be set at N\$ 160.00/m<sup>2</sup> amounting to N\$ 1 709 120. (N\$ 1 004 160 for Erf 4818 and N\$ 704 960 for Erf 4819.)
  - (d) That the sale be subject to the same conditions that were applicable to the sale of the "General Business" erven at the Closed Bid Sale of 30 August 2013 be applicable except for:
    - (i) *That the time period of 24 months allowed for the development of the property be calculated from the date of the issuing of a new Erf diagram for the consolidated property by the Surveyor General.*
    - (ii) *That the purchaser consolidates Erf 4818 and 4819, Swakopmund into one property with the pipeline servitude.*
    - (iii) *That the process in (ii) be concluded within 12 months from the date of transfer of the properties into the name of the purchaser.*
  - (e) That the purchaser provides the General Manager: Engineering Services with a new diagram showing the proposed relocation of the pipeline including the servitude along one of the new erf's boundaries.
  - (f) That once approved by the General Manager: Engineering Services, the purchaser relocates the pipeline in accordance with the plan in (e) above to the satisfaction of the General Manager: Engineering Services.
  - (g) That the purchaser appoints a Town Planner to attend to the consolidation of the properties and servitude.
  - (h) That all costs relating to the processes of the relocation of the pipeline and consolidation of Erf 4818 and 4819, Swakopmund be for the account of the purchaser.
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11.1.10 **LEGAL OPINION - MR BENITIUS AND MS LOIDE MATHEUS**  
(C/M 2014/09/02 - H5/3, M 3403)

**RESOLVED:**

- (a) That the necessary steps be taken to repossess Erf 3403, Mondesa property and that the property be sold.
  - (b) That Ms L Matheus be offered a rental agreement at a price to be determined until the Ministry of Regional Local Government, Housing and Rural Development gives approval for the house to be sold and that she be offered first option to purchase the house.
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11.1.11 **01: FUTURE PLANNING: ERVEN FORMING PART OF THE EXCHANGE TRANSACTION WITH THE GOVERNMENT OF NAMIBIA ➡ERF 3342, SWAKOPMUND**  
(C/M 2014/09/02 - E 3342)

**RESOLVED:**

- (a) That the creation of a township on Erf 3342, Extension 9, Swakopmund be approved pending registration in Council's name.
  - (b) That subject to (a) above, the Engineering Services Department designs a proposed lay-out for consideration and approval by Council.
  - (c) That the Engineering Services Department considers the necessary budgetary provision for 2015/2016.
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11.1.12 **02: FUTURE PLANNING: ERVEN FORMING PART OF THE EXCHANGE TRANSACTION WITH THE GOVERNMENT OF NAMIBIA ➡ERF 628, TAMARISKIA**  
(C/M 2014/09/02 - T 628)

**RESOLVED:**

- (a) That of the pending transfer of Erf 628, Tamariskia in Council's name be noted.
  - (b) That the rezoning of Erf 628, Tamariskia from "*Authority*" to "*General Business*" be approved and subject to the transfer in (a) above, the Engineering Services Department attends to the rezoning.
  - (c) That closer to the finalization of the rezoning, three valuations be obtained as per Council's Property Policy in order to determine a purchase price for Erf 628, Tamariskia based on a zoning of "*General Business*"; and Council considers the future sale by closed bid.
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11.1.13 **03: FUTURE PLANNING: ERVEN FORMING PART OF THE EXCHANGE TRANSACTION WITH THE GOVERNMENT OF NAMIBIA ➡ ERF 3342, ERF 1901, ERF 2272, ERF 2329, ERF 2468, ERF 2507, ERF 2623, ERF 2669**

(C/M 2014/09/02 - E 3342, E 1901, E 2272, E 2329, E 2468, E 2507, E 2623, E 2669)

**RESOLVED:**

- (a) That the pending transfer of the seven single residential erven be noted.
- (b) That the following 3 erven be offered to Municipal staff members for allocation according to years of service, at a purchase price of N\$167.00 / m<sup>2</sup> which was the most recent development cost for the Extension 15 erven (also located in the northern suburbs) allocated to staff members:

|                        | <i>Average = Purchase Price</i> |
|------------------------|---------------------------------|
| <i>Erf 2669, Ext 8</i> | <i>575 000.00</i>               |
| <i>Erf 2468, Ext 8</i> | <i>600 000.00</i>               |
| <i>Erf 2272, Ext 8</i> | <i>673 333.33</i>               |

- (c) That the following 4 erven be sold by closed bid sale at the following upset prices, subject to Council's standard conditions of sale:

|                        | <i>Average = Purchase Price</i> |
|------------------------|---------------------------------|
| <i>Erf 1901, Ext 1</i> | <i>706 666.67</i>               |
| <i>Erf 2329, Ext 8</i> | <i>995 000.00</i>               |
| <i>Erf 2507, Ext 8</i> | <i>685 000.00</i>               |
| <i>Erf 2623, Ext 8</i> | <i>800 000.00</i>               |

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11.1.14 **FIRST NATIONAL BANK AFFORDABLE HOUSING PROPOSAL**

(C/M 2014/09/02 - G 3/9)

**RESOLVED:**

That this item be withdrawn and be resubmitted to the next Management Committee.

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11.1.15 **BAHNHOF SQUARE: MEMORANDUM OF AGREEMENT**

(C/M 2014/09/02 - E 8677)

**RESOLVED:**

That the Memorandum of Agreement for the rehabilitation of Mandume Ya Ndemufayo Street be approved.

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11.1.16 **PUBLIC TOILETS SITUATED ON ERF 4747 LIGHTHOUSE AREA**  
(C/M 2014/09/02 - E 4747)

**RESOLVED:**

- (a) That Council provides mobile toilets at the Beach and Mole Area.
  - (b) The General Manager: Finance source for funds to the amount of N\$95 220.00 for the provision of Mobile Public toilets at the Beach and Mole area for the period up to 31 December 2014.
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11.1.17 **APPLICATION FOR NEW HANGAR LEASES**  
(C/M 2014/09/02 - N 9/1)

**RESOLVED:**

- (a) That the allocation of a vacant hangar plot at the Swakopmund Aerodrome to Mr Neels du Toit of Ingplan Consulting Engineers be approved and that the standard lease terms shall apply.
  - (b) That the allocation of a vacant hangar plot at the Swakopmund Aerodrome to Mr Marius van Wyk of Safari Projects be approved and that the standard lease terms shall apply.
  - (c) That the allocation of a vacant hangar plot at the Swakopmund Aerodrome to Mr Alois Jonach be approved and that the standard lease terms shall apply.
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11.1.18 **APPLICATION FOR PERMISSION TO OPERATE A RESIDENT OCCUPATION (CASH LOAN OFFICE)**  
(C/M 2014/09/02 - E 1809)

**RESOLVED:**

- (a) That the following application for permission to operate a cash loan office be approved:
    - *Erf 1809, Swakopmund (80 Franke Street) - Mr & Mrs J Emuno t/a Messrs TJ Financial Services CC - Cash Loan Office (Notice No. 24/2014-06-20)*
  - (b) That the applicants register with the Health Services Department and that the standard Health Regulations will apply.
  - (c) That the applicants submit proof of registration as a micro lender/cash loan by Namfisa within two months after approval was granted by Council.
  - (d) That the consent use be subject to the following:
    - *That Council reserves the right, to cancel a consent use should there be valid complaints.*
    - *That the applicants must operate within the Town Planning Scheme regulations.*
    - *That the consent is not transferable.*
    - *That sufficient parking will be provided on the premises.*
    - *That no on street parking will be tolerated.*
    - *That only one third of the total floor area of all the buildings on the erf is allowed to be used for the resident occupation.*
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- 11.1.19 **APPLICATION FOR CONSENT FOR THE RELAXATION OF BUILDING LINE RELAXATION ON ERF 1855, MONDESA, SWAKOPMUND**  
(C/M 2014/09/02 - M 1855)

**RESOLVED:**

- (a) That the application for relaxation of Lateral Building Line from 3m to 0m on Erf 1855, Mondesa, Swakopmund, be approved.
- (b) That the application for the height relaxation of the Lateral boundary wall from 2.25m to 4.04m, be approved.
- (c) That Mr Ingo Woermann be informed of his right to appeal (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days (in respect of resolution (a) above) of this notice against Councils decision, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

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- 11.1.20 **REZONING OF ERF 3289, MONDESA FROM “GENERAL RESIDENTIAL 2” WITH A DENSITY OF 1:300 TO “GENERAL RESIDENTIAL 1” WITH A DENSITY OF 1:100**  
(C/M 2014/09/02 - M 3289)

**RESOLVED:**

- (a) That the rezoning of Erf 3289 Mondesa from “*General Residential 2*” with a density of 1:300 to “*General Residential 1*” with a density of 1:100m<sup>2</sup>, be approved
- (b) That the approved rezoning of Erf 3289, Mondesa, be included in the next Amendment Scheme for final approval by the Ministry of Regional and Local Government, Housing and Rural Development.
- (c) That the approved rezoning be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Department for approval.

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- 11.1.21 **STREET PAVING PROGRAMME 2014/15**  
(C/M 2014/09/02 - N 8/13/1/4)

**RESOLVED:**

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

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**11.1.22 BREAKDOWN OF FRONT END LOADER**

(C/M 2014/09/02 - L 6)

**RESOLVED:**

- (a) That the action taken by the Acting Chief Executive Officer and the Chief Executive Officer, to allow the General Manager: Finance to avail funds for the urgent repair of the Front End Loader N 7770 S, be condoned.
- (b) That the total cost of N\$295 779.74 (VAT inclusive) be defrayed from Vote 3071 330 301 00 (Maintenance Fund)
- (c) That the approved expenditure be submitted to the Tender Board for condonation

**11.1.23 REQUEST FOR PERMISSION TO TRANSFER FUNDS BUDGETED UNDER 2013/14 FINANCIAL YEAR TO THE 2014/15 FINANCIAL YEAR**

(C/M 2014/09/02 - D 2/1, N 7/3/1/2)

**RESOLVED:**

That permission be granted to the General Manager: Finance to transfer the amount of N\$21 689.00 under Vote 600538101700 from the previous financial year (2013/14) to the new financial year (2014/15) in order to complete this project i.e. Supply and delivery of hot plates to the Municipal Rest Camp.

**11.1.24 REDUNDANT ITEMS: COMMUNITY DEVELOPMENT SERVICES DEPARTMENT**

(C/M 2014/09/02 - N 7/3/1/2)

**RESOLVED:**

That the 15 redundant mattresses at the Rest Camp be written off and be kept in storage for donation to fire victims.

**11.1.25 REDUNDANT ITEM: CHIEF EXECUTIVE OFFICER DEPARTMENT**

(C/M 2014/09/02 - L 2)

**RESOLVED:**

- (a) That the following redundant item from the Chief Executive Officer Department be written off and be sold at the next public auction:

| DESCRIPTION                 | QUANTITY |
|-----------------------------|----------|
| HP Office jet J4580 printer | 1        |

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

11.1.26 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN SAIMSA GAMES 2014**  
(C/M 2014/09/02 - J 10/1)

**RESOLVED:**

That permission be granted to members of the Swakopmund Municipal Sport and Social Club to participate in the 2014 SAIMSA Games to be held in Buffalo City from 20 - 26 September 2014 as per list (on file).

11.1.27 **STANDARD TENDER INVITATIONS (REVISED), COUNCIL'S DEVELOPMENT PROPOSALS & EVALUATION GUIDELINES**  
(C/M 2014/09/02 - D/16/2, A/2/291)

The numbering order of the recommendation in the Council Agenda of 02 September 2014 was incorrect and has been corrected in the resolution below.

**RESOLVED:**

(a) That the following tender conditions be approved and be applicable for the calling of formal tenders, in terms of the Tender Board Regulations:

1. *The Tender Regulations of the Municipal Council which are available during normal office hours shall govern the requirements which any tender must meet and comply with, in order to qualify for consideration by the said Local Tender Board or Efficiency Committee for the Municipality of Swakopmund (Hereinafter referred to as "Tender Board").*

*Copies of the General Notice 73, 2011 by the Minister of Regional and Local Government, Housing and Rural Development "Local Authorities Tender Board Regulations: Local Authorities Act, Act 23 of 1992, as amended, and can be obtained from the Secretary of the Tender Board at the Local Authority's Offices. (Regulation 54 (1) & 55).*

2. *The Tender Board is not obliged to accept the lowest or in fact, any tender and may reduce and or increase quantities or omit portions if necessary with a variation of 15%.*
3. *Neither Council, nor the members of the Tender Board will entertain any discussions regarding the manner of tender award after awarded.*
4. *Any tender, as a condition for its validity, must comprise of the original tender document supplied by the Tender Board and shall be duly signed and dated at each place so indicated. Any annexures that a tenderer submits, inclusive of all coloured brochures, shall all be signed or initialled.*
5. *Each company, service provider or supplier may only submit one Tender, which, however, may contain one or more alternative offer(s). These must clearly be marked and priced as such.*
6. *Submitting more than one tender under different names will be regarded as collusion or cover quoting and the signatory (signatories) of such documents will be guilty of unlawful and intentional misrepresentation resulting in actual or potential prejudice since such act may be regarded as procurement fraud.*

*Any company, service provider or supplier and / or their representative(s) who makes themselves guilty of such act will be excluded from competing in the particular tender and may be "blacklisted" as determined by Council and future offers will not be considered.*

7. *Faxed, e-mailed tenders, or any alternative submission but by printed matter on the original document into the Tender Box shall not be accepted by the Tender Board.*

8. *The Tender Form, in order to qualify for consideration by the Tender Board, shall be meticulously completed. The Tender Board reserves the right to, within its entire discretion, refuse to consider any tender which, while on the face thereof purporting to be a tender form, does in fact not in all respects, comply with the requirements as prescribed by the Tender Board.*
9. *Any tender, as a condition for its validity, must be signed in ink (no correction fluid or pencil may be used); if this condition is not applied such tender will be viewed as incomplete/invalid and will not be considered, in order to protect both parties.*
10. *The service provider's/supplier's/company's (tenderer's) name, address, and telephone number must be clearly stated.*
11. *NAMIBIAN Value Added Tax (VAT) must be set out and included in all prices tendered.*
12. *Unless stated differently in the tender document, all prices shall be quoted free delivery to the Municipality of Swakopmund.*
13. *The Municipal Council shall not be responsible for any item damaged or lost in transit, as this shall be for the risk of the tenderer, company, service provider or supplier.*
14. *The following documents shall be submitted and attached to the original tender document:*
  - (i) *An original and valid "Good Standing Certificate" from the Social Security Commission.*
  - (ii) *An original and valid "Good Standing Certificate for Tax" from the Ministry of Finance, Directorate Inland Revenue.*
  - (iii) *A copy of a Registration certificate/trade license from the Ministry of Trade & Industry.*
  - (iv) *A copy of a valid "Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services.*
  - (v) *For tenders providing labour services, documents shall be submitted to demonstrate having a Health and Safety Programme in place in full compliance with the health and safety requirements as provided for in Chapter 4, of the Labour Act, (Act 11 of 2007) and the Health and Safety Regulations, (GN No. 156). Routine inspections will be conducted during the tender execution and noted deviations will have to be corrected by the tenderer without delay.*
15. *All labour related tenders/projects shall include having a 30% youth component (age 16-35) as per the National Youth Council Act, Act No. 3 of 2009.*
16. *The Municipality of Swakopmund will not allow any upfront payments.*
17. *The Municipality of Swakopmund will not allow any consent for "Third Party" payment.*
18. *It is an implied term of any agreement entered into, or which comes into force under sub regulation (2) of the Tender Board Regulations, that the person to whom the tender has been awarded to may not assign or subcontract any portion of the goods to be supplied or services to be performed under the agreement without the prior written approval of the local tender board, unless the contract specifically intended the subcontracting of the goods or services to be rendered. (Regulation 19 (4)).*
19. *A local tender board may not agree to the subcontracting or assigning of more than 50% of the value of any goods to be supplied or services to be performed under an agreement, unless the tenderer has obtained the consent of the Local Authority Council to the subcontracting or assignment. (Regulation 19 (5)).*



20. *When tenders are considered, the unit rates multiplied by the quantities for any particular pay items do not agree with the total amount shown, then the unit rates will be accepted as the correct figures and shall prevail over the total amounts. In such cases the amount of each item as well as the gross tendered amounts shall be adjusted accordingly.*
  21. *Delay damages on acquisition and construction contracts:*  
  
*That Delay Damages to the minimum amount of 0.07% of the Contract Value per day be a applicable for late delivery of works, goods and services for all contracts.*
    - (i) *That the amount of Delay Damages not exceed N\$10 000,00 per day, unless a higher amount per day is specifically identified as required and stipulated as such in the Tender Invitation and eventual Contract Document for larger projects.*
    - (ii) *That the total amount of Delay Damages for a contract not exceed 10% of the value of the contract.*
    - (iii) *That it be emphasised that payment of Delay Damages does not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.*  
*(C/M 2014/09/02 Item 11.1.28)*
  22. *Subject only that a written agreement entered into under sub regulation (2) of the Tender Board Regulations conforms to the terms and conditions of the award of the tender it is not be invalid for want of conforming with any other requirement of these regulations as to the legal description of the local tender board, the local authority council or the lack of authority of the person signing the agreement, as the case may be. (Regulation 19 (6)).*
- (b) That the sample of the Standard Tender Invitation (on file) be approved and applied by all departments.
  - (c) That the Standard Tender Invitation (on file) be shared with all departments for implementation, in terms of the Tender Board Regulations.
  - (d) That the departments be informed that this is standard sample but can be customized according to the needs of specific specifications or quantities without changing the standard layout, font and advertisement layout.
  - (e) That should Council wish to call for proposals for a project requiring professionals to design improvements and appoint contractors to construct improvements on Council's property or provide a service; in respect of projects contained in Council's approved Capital Budget, such be initiated via the Tender Board, then considered and appointed by the Tender Board after approval have been obtained from Council.
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11.1.28 **DELAY DAMAGES ON ACQUISITION AND CONSTRUCTION CONTRACTS**

(C/M 2014/09/02 - D 16)

**RESOLVED:**

- (a) That item 11.1.10 of Council's resolution of 29 March 2012 be repealed and replaced with:
  - (i) *That 0.0007% (1/14%) of the contract value to the maximum amount of N\$10 000.00 per day be applicable for late completion of contracts and or late delivery of goods and services.*
- (b) That Delay Damages to the amount 0.07% of the Contract Value per day be a minimum amount applicable for late delivery of works, goods and services for all contracts.
- (c) That the amount of Delay Damages not exceed N\$10 000-00 per day, unless a higher amount per day is specifically identified as required and stipulated as such in the Tender Invitation and eventual Contract Document for larger projects.
- (d) That the total amount of Delay Damages for a contract not exceed 10% of the value of the contract.
- (e) That payment of Delay Damages does not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

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The meeting adjourned 20:25

Minutes confirmed on: 30 September 2014

**Councillor J Kambueshe**  
**CHAIRPERSON**

AK/-

**M N IPINGE**  
**ACTING CHIEF EXECUTIVE OFFICER**